



ARISTOTLE
UNIVERSITY OF
THESSALONIKI

THE UNIVERSITY OF EDINBURGH

and

THE ARISTOTLE UNIVERSITY OF THESSALONIKI

in connection with

BILINGUALISM MATTERS

AGREEMENT

between

THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH, a charitable body registered in Scotland under registration number SC005336, incorporated under the Universities (Scotland) Acts and having its main administrative offices at Old College, South Bridge Edinburgh, EH8 9YL (hereinafter referred to as "UOE");

and

ARISTOTLE UNIVERSITY OF THESSALONIKI, acting through its school of English, of Thessaloniki, Greece (hereinafter referred to as "AUTH/School of English")

BACKGROUND

- (A) UOE has developed a research-based public engagement service called "**Bilingualism Matters**".
- (B) AUTH/School of English wishes to establish a branch of Bilingualism Matters in Thessaloniki and UOE is willing to assist with this.
- (C) UOE and AUTH/School of English wish to work together for the purposes of preparing and submitting applications for funding to develop the Bilingualism Matters.
- (D) UOE and AUTH/School of English wish to establish the principles by which the parties will work together.

1. CO-OPERATION AND COMMITMENT

Subject to Clause 6 "Term and Termination" below, UOE and AUTH/School of English each confirms its intention to co-operate with the other to establish a branch of Bilingualism Matters in Thessaloniki, to work together to develop Bilingualism Matters as public engagement activities and to explore research opportunities in the field of bilingualism.

2. ACTIVITIES

- 2.1. Bilingualism Matters in Thessaloniki at AUTH/School of English (hereafter "BMiT") will be established as a branch of the UOE-based service Bilingualism Matters (BM). Both branches will provide information and advice on the cognitive and linguistic aspects of early bilingualism to families, practitioners working with bi- and multilingual children and policy makers. The aim is to raise awareness and increase the knowledge among these groups so as to encourage families to be bilingual and to inform policy making and practice in this field.
- 2.2. The two parties agree to collaborate on:
 - 2.2.1. Identifying methods for raising the awareness of and increasing the knowledge about the benefits of early bilingualism among families, policy makers and practitioners working with bi- and multilingual children;
 - 2.2.2. Developing funding bids to charitable trusts and research funders as appropriate. This includes informing each other of any bids for research and public engagement activities on bilingualism.
 - 2.2.3. Sharing results of research, data, know-how and other relevant information gained in the field of BM.

- 2.3. The two parties shall meet quarterly (whether in person or by teleconference) to update each other on progress and develop the BM services further including continuing training needs (remotely or face to face) to ensure quality is retained.

3. PARTIES' OBLIGATIONS

3.1. UOE shall:

- 3.1.1. Provide initial training for BMiT at a daily rate of £1200 plus expenses; and
- 3.1.2. Provide the template for UOE's BM leaflet and allow AUTH/School of English to use this to create a leaflet for BMiT subject to AUTH/School of English including the changes set out in Part 1 of the Schedule and to UoE approving the BMiT leaflet before it is published.

3.2. AUTH/School of English shall:

- 3.2.1. Develop BMiT based on the model developed in Edinburgh and create a BMiT leaflet using UOE's template for BM; but have all legal responsibility and liability for the Bilingualism Matters in the Thessaloniki branch
- 3.2.2. Develop their own webpage for BMiT which will link to common resource pages on the BM page at UOE;
- 3.2.3. Contribute to BM resources including BM's webpages at UOE;
- 3.2.4. Pay Professor Sorace's expenses and a daily rate of £900 if and when her presence is requested in Thessaloniki for BMiT related matters.
- 3.2.5. AUTH/School of English will, at the request of UOE, provide information regarding the amount of consultancy income and donations generated by BMiT. If BMiT develop a steady income stream UOE reserves the right to amend this agreement to include a royalty for contributing to development costs of BM centrally.
- 3.2.6. Unless otherwise stated each of UOE and AUTH/School of English agrees to meet its own respective costs and expenses in connection with this matter.

4. INVOICING

UOE will invoice AUTH/School of English for amounts due under this Agreement and AUTH/School of English will pay these within twenty-eight (28) days of receiving the invoice. None of the sums specified in this Agreement include VAT and if VAT is applicable it will be payable in addition.

5. RELATIONSHIP OF THE PARTIES

- 5.1. No partnership, joint venture, agency or other business or marketing relationship of any kind is created by this Agreement.
- 5.2. Neither party shall represent itself as agent of the other party or shall have the capacity to bind the other in terms of contractual or other obligations, without the prior written approval of the other.
- 5.3. The prime point of contact for the management and direction of BM is Prof, Antonella Sorace. The prime point of contact for the management and direction of BMiT is Prof. Ianthi Tsimpli. They are responsible on behalf of UOE and AUTH/School of English respectively in implementing the terms of this Agreement.

5.4 Each party agrees to use all reasonable skill and care in dealing with each other and in particular warrants that it has taken reasonable commercial efforts to ensure that all information provided is factually correct and not misleading and that it has the right to provide such information for use by the other party.

5.5 UOE shall not be liable to AUTH/School of English in respect of any of the BM activities carried out by AUTH/School of English shall indemnify UOE for all claims made against UOE arising directly out of the BM activities of AUTH/School of English.

6. TERM AND TERMINATION

6.1. This Agreement will commence on 1st August 2011 and conclude after 24 months, or earlier pursuant to clause 6.2. Review with regards to renewal shall take place no later than 22 months after the commencing date. The provisions of Clause 11 (Confidentiality) shall survive any such termination for a period of three years from the termination date.

6.2. The Agreement will terminate

6.2.1. if either party commits any serious breach of its obligations hereunder and, if remediable, fails within 14 (fourteen) days of written notice to remedy the same the non-defaulting party may at its own option terminate this Agreement upon giving 14 days written notice; or

6.2.2. if control of either party changes to the detriment of the other party, the other may at its own option, terminate this Agreement by giving 14 (fourteen) days written notice; or

6.2.3. in the event that the circumstances set out in Clause 12 "Force Majeure" arise.

6.3. On termination, unless otherwise agreed, AUTH/School of English shall cease to use the BMiT leaflet and any other BM materials and shall remove its connection to UOE's BM webpages.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. The copyright and all other proprietary rights whatsoever of all computer programs, documentation and any other material provided by either party under this Agreement shall remain vested in the party providing the same, or the third party owner of such rights.

7.2. In the case of materials or inventions which are jointly created or made, all of the intellectual property rights therein shall be jointly owned by the parties which created or made the materials or inventions concerned.

7.3. UOE hereby licences AUTH/School of English to use the BM name and adopt appropriate artwork and content of the BM leaflet for the purposes of producing a BMiT leaflet as provided for in Clause 3.2.1.

8. ASSIGNATION

Neither party shall assign its rights or duties under the Agreement in whole or in part without prior written approval of the other party, such approval not to be unreasonably withheld or delayed.

9. PUBLICITY

All publicity concerning or related to this Agreement shall be subject to the prior written approval of both parties, such approval not to be unreasonably withheld or delayed.

10. AMENDMENT

No amendment of this Agreement shall be effective unless it is in writing and signed by an AUTH/ School of English authorised representative of each party.

11. CONFIDENTIALITY

11.1. "Confidential Information" includes any document, material, idea, data or other information which relates to the research and development, trade secrets or business affairs of either party and its employees, clients, subsidiaries, affiliates and agents in whatever form (written, oral, visual or electronic) or copies thereof that is disclosed directly or indirectly by one Party to the other Party pursuant to this Agreement.

11.2. Each Party undertakes at all times to hold in confidence for the other Party, to use only for the purposes of this Agreement and not to print, publicise or otherwise disclose to any third party, Confidential Information of the other Party. Confidential Information of the other Party does not however include any document, material, data or other information which:

- (a) is known to the receiving Party, under no obligation of confidence at the time of disclosure by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is lawfully obtained by the receiving Party from a third party whose disclosure does not breach any obligation of confidence to the other Party; or
- (d) is independently developed by the receiving Party; or
- (e) is disclosed by the disclosing Party to a third party under no obligation of confidence.

12. FORCE MAJEURE

Neither party shall be under any liability to the other party for any delay or failure to perform any obligation hereunder if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control. However, in the event that those circumstances persist for a period in excess of 3 (three) months either party shall have the right at any time after such 3 (three) month period and during the continuation of those circumstances, to terminate this Agreement by written notice.

13. LAW AND JURISDICTION

In relation to any claim or any proceedings or other matter arising under or in connection with this Agreement instituted against UOE by AUTH/School of English, the following shall apply:

- (i) this Agreement shall be governed by and construed in accordance with Scots law; and
- (ii) any proceedings instituted against UOE must be brought in the Scottish courts, which shall have exclusive jurisdiction in all such proceedings.

In relation to any claim or any proceedings or other matter arising under or in connection with this Agreement instituted against AUTH/School of English by UOE, the following shall apply:

- (i) this Agreement shall be governed by and construed in accordance with Greek law; and
- (ii) any proceedings instituted against AUTH/School of English must be brought in the Greek courts, which shall have exclusive jurisdiction in all such proceedings.

14. ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior proposals, representations, understandings and agreements, whether oral or written and all other communications between the parties relating thereto.

IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages are executed by each of the parties hereto as follows: -

Accepted for and on behalf of
THE UNIVERSITY OF EDINBURGH




Mr HAMISH MACANDREW
Head of Research Support and Development
Date: 19 July 2011

The University of Edinburgh
Old College, South Bridge
Edinburgh EH8 9YL



Accepted for and on behalf of
THE ARISTOTLE UNIVERSITY OF THESSALONIKI




Professor YANNIS MYLOPOULOS
Rector
Date: 14 July, 2011

This is the Schedule to the Agreement between the University Court of the University of Edinburgh and Aristotele University of Thessaloniki acting through it's School of English in connection with Bilingualism Matters

SCHEDULE

Part 1

The following changes shall be made to the UOE leaflet for Bilingualism Matters to produce AUTH/ School of English's BMiT leaflet:

About us:

- “Coordinated by the University Edinburgh, Bilingualism Matters aims to...” to read “Bilingualism Matters aims to....”
- Contact us (back page):
- Contact us: Insert contact details for Bilingualism Matters in Thessaloniki including email address and webpage.
- Delete the logos currently provided.
- Replace last paragraph with: “Bilingualism Matters was established by Professor Antonella Sorace at the University of Edinburgh in 2008. Bilingualism Matters in Thessaloniki is a branch run by the Aristotele University of Thessaloniki, School of English and started up in 2011 under guidance and in collaboration with Professor Sorace.”