

MEMORANDUM OF UNDERSTANDING
BETWEEN
CARDIFF UNIVERSITY
AND
ARISTOTLE UNIVERSITY OF THESSALONIKI

This Memorandum is made on 19th July between Cardiff University, an educational establishment with administrative offices at 30-36 Newport Road, Cardiff CF24 0DE ("the University"); and Aristotle University of Thessaloniki of Thessaloniki, 541 24, Greece ("AUT").

1. **Aims**

Building on the successful Memorandum of Understanding in place between 2002 and 2011, the University and AUT wish to explore opportunities for continued collaboration in teaching and research. The aim of this Memorandum is to provide a framework within which the parties will seek to develop a long-term collaborative relationship.

2. **Status of this Memorandum**

Other than paragraphs 5, 6 and 7.1, this Memorandum is not intended to be and is not legally binding. If, as a result of further discussion, the parties agree to collaborate in any of the activities anticipated in this Memorandum, the parties shall enter into a formal and legally binding collaboration agreement, setting out the rights and obligations of each party in relation to that activity.

3. **Areas of potential collaboration**

3.1 Subject to paragraph 3.2, the parties will explore opportunities for potential collaboration in the following areas:

- (a) *exchange of information on programme development and teaching methods in various academic fields of mutual interest, details of which will be specified in a working programme to be prepared prior to the year to which it refers;*
- (b) *mutual exchange of two members of academic staff per year between Cardiff University and Aristotle University of Thessaloniki; each staff member of both Universities will stay at the host University for a maximum of seven days to give lectures or seminars on subjects within the programme of studies of the School of Medicine at the Aristotle University of Thessaloniki and the School of Biosciences at Cardiff University;*
- (c) *development of common research programmes, the results of which will be jointly published to the mutual benefit of both Institutes;*
- (d) *development of a collaborative working programme covering an entire academic year; this working programme will include the names of the teaching staff members and research associates who will visit the two Universities, the academic fields in which the lectures will refer to and the time and terms of stay in the host country on a basis of absolute mutuality and equality with regard to their number and the department and laboratories where the common research programmes are undertaken.*

- (e) *any other areas which may promote the academic interests of the parties in research and/or teaching.*

3.2 The development of a collaborative relationship between the parties is subject to:

- (a) the approval of the relevant authorities of both the University and Aristotle University of Thessaloniki. In particular, approval by the University of AUT as a collaborative partner is subject to the procedures of the University's Academic Standards and Quality Committee, and any other relevant University procedures; and
- (b) obtaining all necessary or advisable governmental, regulatory or other relevant approvals or consents.

4. Financial implications

- 4.1 Each party shall be responsible for its own costs incurred in connection with this Memorandum.
- 4.2 Each party will provide free accommodation for the visiting scholars
- 4.3 With regard to the common research programmes, the host university (namely the university where the scheduled research programme is being conducted) will pay the relevant expenses for any visits outside the seat of the host university, provided that any additional sum covering these expenses is requested by the Departments before the signing of the Working Programme and depending on the availability of funding.
- 4.4 The University and AUT shall, where possible, explore opportunities for external funding of the collaborative activities anticipated in this Memorandum.

5. Confidentiality

This Memorandum and any information provided in connection with it may not be disclosed to any third party other than (i) the parties' professional advisers; (ii) as required by law or a relevant regulatory authority; (iii) with the prior written consent of the other party; or (iv) where the information has come into the public domain through no fault of the party wishing to disclose it.

6. Disputes

- 6.1 The parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Memorandum. If the dispute cannot be resolved informally, it shall be referred to the Vice-Chancellor of the University and the Rector of AUT.
- 6.2 This Memorandum shall be governed by and construed in accordance with the Laws of England and Wales, or Greece depending on where any dispute arises.
- 6.3 Any dispute arising out of the operation of this Memorandum shall be finally settled by arbitration under the Rules of Arbitration and Conciliation of the International Chamber of Commerce by two or more arbitrators appointed under those rules. The place of arbitration shall be Cardiff and the language of the proceedings shall be English

7. Duration, termination and review

7.1 This Memorandum shall commence on the date set out on the first page and shall continue for a period of 3 (three) years. It may be extended by the written agreement of both parties.

7.2 Either party may terminate this Memorandum at any time by giving to the other not less than 6 (six) months' notice in writing, or with immediate effect by written notice if the other fails to comply with its obligations under this Memorandum. Termination of this Memorandum shall be without prejudice to any other collaborative arrangement between the parties.

7.3 The parties shall review the operation of this Memorandum on an annual basis.

Signed for and on behalf of
CARDIFF UNIVERSITY by
Dr David Grant, Vice-Chancellor

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) *David Grant* 19.7.2011

Signed for and on behalf of
ARISTOTLE UNIVERSITY OF
THESSALONIKI by
Professor Yannis MYLOPOULOS, Rector

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) *Y. Mylopoulos* 25.7.2011
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