

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
UNITED STATES OF AMERICA**

**AND**

**ARISTOTLE UNIVERSITY OF THESSALONIKI  
GREECE**

This Memorandum of Agreement (this "Agreement") is entered into by and between the Board of Trustees of the University of Illinois, a public body corporate and politic of the State of Illinois, United States of America, for and on behalf of the University of Illinois at Chicago ("University"), and Aristotle University of Thessaloniki, a public institution of higher education of Greece ("AUTH"), effective as of the last signature date below. The parties wish to establish cooperative relations and hereby agree as follows:

**AREAS OF COLLABORATION**

Subject to the availability of funds and the approval of authorized officials of University and AUTH, respectively, collaboration between the two parties will be undertaken through activities or programs such as:

1. Exchange of faculty members
2. Exchange of students
3. Joint research activities
4. Joint educational programs
5. Exchange of academic materials

The terms and budget for each program or activity implemented under this Agreement shall be mutually agreed upon in writing prior to the initiation of such program or activity. Each agreed upon collaboration and its accompanying terms and budget shall be set forth in an addendum to this Agreement and shall be subject to the terms of this Agreement.

Each party shall designate a liaison officer to facilitate timely and accurate communications between the parties.

For the purposes of this Agreement and all addendums hereto encompassing specific agreed upon programs and/or activities between University and AUTH, neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement and all addendums hereto shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

**MISCELLANEOUS**

This Agreement shall become effective as of the date of the last signature appearing below and continue for five (5) years. Either party may terminate this Agreement for convenience by providing not less than ninety (90) days' prior written notice to the other party.

The parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed in writing. If the parties cannot resolve any dispute amicably through negotiation, either party may terminate this Agreement in accordance with the terms hereof.

The parties are independent contractors with respect to each other. Nothing in this Agreement is intended to create any employment, association, partnership, joint venture, or agency relationship between them.

Without the express written permission of the other party and, if an individual's name be concerned, of that individual, neither party shall use the name or protected marks, or any abbreviations thereof, of the other party or the name of any employee or student of the other party in any form of advertising, publicity, or commercial use, except as may be required by a party's accrediting agencies.

This Agreement, together with its exhibits, attachments, amendments, addendums, and incorporated references, constitutes the parties' entire agreement regarding the subject matter, and this Agreement supersedes all previous or contemporaneous communications (oral and written) between the parties relating to the subject matter.

No modification of this Agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.

Neither party may assign its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.

Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this Agreement.

This Agreement and all claims arising out of or relating to this Agreement shall be governed and construed by application of the laws of the State of Illinois, USA, without regard to its conflicts of law provisions. All claims against University must be filed in accordance with the Illinois Court of Claims Act. Nothing in this Agreement is intended by University to waive sovereign immunity or any other defenses or immunities afforded by either or both Illinois and U.S. federal law.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures constitute original signatures for all purposes.

The individuals signing this Agreement on a party's behalf represent that they are authorized and intend to bind their respective parties in contract.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date below.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS	ARISTOTLE UNIVERSITY OF THESSALONIKI
By: <u>Avijit Ghosh</u> <u>9/25/19</u> Avijit Ghosh, Comptroller Date	By: <u>[Signature]</u> Signature
<u>[Signature]</u> <u>9/25/19</u> Signature of Comptroller Delegate Date	<u>[Signature]</u> Professor Pericles A. Mitkas, Rector
<u>Bernadette I. Rossmore</u> <u>Coordinator of Business and Financial Services</u> Printed Name and Title of Comptroller Delegate	<u>Aug. 26, 2019</u> Date

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