

APPENDIX to the
Agreement for Academic co-operation between the
ARISTOTLE UNIVERSITY OF THESSALONIKI
and the
INSTITUTE OF GEOPHYSICS of the
POLISH ACADEMY OF SCIENCES, WARSAW

Parties hereby agree as follows:

Article 1: Scope and objectives

1. The purpose of this Appendix to the Agreement for Research and Cooperation (hereinafter referred to as „Agreement“) is to provide a framework for promotion of cooperative research between AUTH and IGF PAS for research in the field of seismology, including particularly the installation of seismological stations and recording, processing, analysis and interpretation of the seismological data in the area of Ionian Islands
2. This Agreement is not intended to be a legally or contractually binding upon the Parties, unless the Agreement provides otherwise. This Agreement sets out general principles that should be taken into account while performing future Agreements between the Parties.
3. Nothing in the Agreement creates or shall be deemed to have created a partnership or a contract of employment or an agency Agreement between the Parties or their representatives.

Article 2. Areas and Forms of Cooperation

1. Both parties agree to cooperate in order to continue the existing cooperation and establish the new by a joint experiment, ground – based observation and research facilities, exchange research between research staff, exchange relevant research materials, publications and information and other research exchange subjects.
2. The Parties shall establish a body named “Steering Committee”, composed of two AUTH representatives and two IGF PAS representatives. Steering Committee shall set agendas and schedules of mutual cooperation, provide guidance on key issues of mutual cooperation, update and amend schedules of mutual cooperation as well as organize meetings of its members. Meetings shall take place at least once per year in Greece or Poland.
3. Forms of cooperation may include: delivery of seismological stations provided by IGF, all necessary infrastructure for seismological stations (e.g. sites, communication lines, electricity), including means of distance communication with IGF in Poland, provided by AUTH; common installation of the seismological stations, monitoring and data analysis and interpretation of the data recording by the seismological network; undertaking common research activities based on collected data; common publication of scientific works.

Article 3. Financial Issues

1. Cooperative activities under this Agreement are subject to and dependent upon the availability of appropriate funds, personnel and resources. Neither party is required to obligate funds pursuant to this Agreement. Any other financial arrangements shall be negotiated on a case-by-case basis, as permitted by relevant law and regulation.
2. The Parties hereto do not intend to grant directly, indirectly or by implication or by any other means any third party beneficiary rights to any persons or entities.

Article 4. Confidentiality

1. The Parties acknowledge that all information especially all technical, technological and commercial concerning other Party, which is obtained in the course of mutual cooperation, shall be treated as Party's confidential information (Party who releases information is named "owner") and shall not be disclosed by the other Party who receive it ("receiver"), and any disclosure thereof shall every time require Owner's consent of writing.
2. Receiver shall be released from an obligation to preserve confidentiality of obtained information if such an obligation is a result of an important court order or official command issued by a relevant body within its competence. In such circumstances, prior to any disclosure of confidential information, Receiver shall be obliged to notify Owner of the fact immediately.
3. Parties hereby acknowledge that their obligation to preserve confidentiality of all information related to this Agreement shall be binding from the moment of the first contact between Parties.
4. The Parties are allowed to make publicly available the results of their research throughout the scientific publications. Such publication of one party must contain an information about other party participation in cooperative research.

Article 5. Non-binding clause

1. This Agreement is a statement of intent and is not legally binding upon the Parties, with the exception of Article 4 (Confidentiality). In this regard, the Agreement shall not create legally enforceable rights and cannot be the basis of any legal claim between the Parties to this agreement.
2. This Agreement shall not be the basis for a legal cause of action.

Article 6. Duration and Termination

1. This Appendix to the Agreement is effective from the date of signing of the Renewal of the Agreement for a period of five (5) years, unless terminated earlier by either Party. This Appendix will be extendable for further periods, unless either party declares its intention to withdraw from this Agreement
2. Either party may terminate this Appendix upon written notice to the other Party. This Appendix may be terminated with six (6) months notice.

Article 7. Modification

Except as otherwise provided in this Appendix, any amendment or modification to this Appendix must be in writing signed by both Parties.

For the
INSTITUTE OF GEOPHYSICS of the
POLISH ACADEMY OF SCIENCES
Director

Assoc. Prof. Beata Orlecka-Sikora

Assoc. Prof. BEATA ORLECKA-SIKORA
Director

Warsaw, 12.08.2020

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Thessaloniki, 30.6.2020