



**Non-Binding and General Memorandum of Understanding
between
Johns Hopkins University
and
Aristotle University of Thessaloniki**

This Memorandum of Understanding ("MOU" or "Agreement"), effective as of the last date of signature ("Effective Date"), is entered into by and between Johns Hopkins University on behalf of its School of Medicine ("JHU"), having an address at 3400 North Charles Street, Baltimore, Maryland U.S.A. 21218, and Aristotle University of Thessaloniki ("AUTH"), having its principal address at 54124 Thessaloniki, Greece. JHU and AUTH shall be collectively referred to as the Parties, and individually referred to as a Party.

Article I
Purpose and Objectives

JHU and AUTH intend to explore possible collaborations in the following areas: conduct joint research, engage in educational visits for students and/or provide training opportunities in the area of neuromodulation which are of mutual interest and benefit to JHU and AUTH.

The Parties may discuss cooperation in the following areas:

- i. Collaborative research projects in the area of neuromodulation and ethics with the involvement of specialized faculty such as neurologists, neurosurgeons, neurolinguists, engineers, radiologists and theologians.
- ii. Visit of students, as well as faculty, to participate in international mobility for the purpose of research training.
- iii. Co-organizing international conferences in the field of neuromodulation.
- iv. Organizing guest lectures in the context of courses at Johns Hopkins University as well as the AUTH.
- v. Submission of common grant application(s).

The Parties may discuss visits for students or scholars under this MOU. The terms of any student or scholar visit shall be subject to each Party's policies regarding matriculation of students or the appointment of scholars, and all applicable visa or immigration requirements. The terms of any specific visit shall be memorialized in a separate written Student or Scholar Visit agreement to be signed by an authorized official of both Parties.

Article II
Non-Binding Nature of Agreement

Nothing in this MOU shall create any legally binding obligation on the Parties. Nothing in this MOU shall be deemed to require either Party to act or refrain from acting in any manner. Specific terms of collaborative activities may be discussed by the two Parties and, if agreed upon by the Parties, must be documented in a separate legally binding agreement or agreements.

Article III
Term

This MOU shall terminate three (3) years from the Effective Date, and shall be renewed only upon the express written agreement of an authorized official of both Parties. This Agreement may be terminated by either party upon thirty (30) days prior written notice.

Article IV
General Terms

1. **Non-Exclusivity.** Nothing in this MOU shall be deemed to prohibit either Party from seeking to engage or engaging with any third party for programs, projects, or work similar to that contemplated under this MOU.
2. **No Exchange of Confidential Information.** The Parties shall not exchange with each other any information that they deem to be confidential, including sensitive business information, plans, systems, processes, or trade secrets.
3. **Use of Name.** No Party shall use directly or by implication the names, logos, trademarks, or trade dress of another Party, nor any of the other Party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other Party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the prior express written permission of an authorized official of the other Party.
4. **Public Announcements.** Until such time that the Parties agree to permanent public relations protocols, they agree that any announcements regarding this MOU will need to be approved by an authorized official of each Party.
5. **Independent Contractor.** JHU and AUTH shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer or joint venture. AUTH shall not permit any of its officers, directors, agents, employees, representatives, supervisors, successors, assigns, employees, or sub-contractors to represent or hold out itself or themselves as agents, supervisors, servants, employees, or representatives of JHU or as authorized to make any commitment to incur any obligation on behalf of JHU.

6. English Version Controls. This MOU is prepared and executed in English, and shall be considered the legally controlling version over any translations that may have been prepared for the Parties' convenience.

7. Anti-Bribery. Each Party agrees that in connection with this Agreement that it will abide by applicable laws and regulations prohibiting bribery and corruption, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"). No Party will offer, promise or give, directly or indirectly, anything of value to any government official, political Party official, political candidate, or employee thereof or to any third Party while knowing that such item of value or any portion thereof may be offered, promised, or given to a government official, political Party official, political Party candidate, or employee thereof for the purpose of obtaining or retaining business or securing any business advantage.

8. Compliance with Laws. Each Party represents and warrants that in connection with this Agreement, it will take no action, or omit to take any action, which would cause another Party to be in violation of the applicable laws, regulations, executive orders or proclamations of the United States, including but not limited to:

- a. U.S. anti-boycott laws and regulations, including those administered by the Departments of the Treasury and Commerce; and
- b. U.S. export controls and economic sanctions laws and regulations, including those administered by the Departments of Commerce (the Export Administration Regulations), State (the International Traffic in Arms Regulations) and/or the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), which enforces U.S. economic sanctions regulations (collectively "U.S. Export Controls").

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ARISTOTLE UNIVERSITY OF THESSALONIKI

Signed: _____



Date: _____

7/4/2023

NIKOLAOS G. PAPAIOANNOY
Rector

THE JOHNS HOPKINS UNIVERSITY

Signed: _____

Handwritten signature of Stephen Gange. Below the signature line, the text reads: "Stephen Gange, PhD" and "Executive Vice Provost for Academic Affairs".

Date: _____

4/14/2023

Signed: _____

Handwritten signature of Theodore Leslie DeWeese. Below the signature line, the text reads: "Theodore Leslie DeWeese, M.D." and "Interim Dean of the Medical Faculty".

Date: _____

4/11/23