



## Memorandum of Understanding

This Memorandum of Understanding is made on the 21 day of November 2022 by and between the following parties:

- The University of Liverpool, an exempt charity, of The Foundation Building, 765
  Brownlow Hill, Liverpool L69 7ZX
- ii. The Aristotle University of Thessaloniki, a public University, University Campus, 54124, Thessaloniki, Greece

Collectively referred to as "the Parties" or as the context permits "Party"

Founded in 1881 as the original 'red brick', the University of Liverpool is one of the UK's leading research-intensive higher education institutions with an annual income of £597.6 million, including £112.5 million for research. Consistently ranked in the top 200 universities worldwide, we are a member of the prestigious Russell Group of the UK's leading research universities and have a global reach and influence that reflects our academic heritage as one of the country's largest civic institutions. The University has 31,000 students, 7,300 of whom travel from all over the world to study here, and a thriving community of 266,000 alumni in 187 countries. Our global focus has led to the establishment of a university in Suzhou near Shanghai, as well as partnerships with research institutes, universities, industry, governments and foundations all over the world.

In almost a century of contribution (founded in 1926), Aristotle University of Thessaloniki reached the top of the academic expanse, providing high quality programs of study, high-level research and major contributions to the further development of the society. Through the 41 Departments, which operate at the AUTh, the university offers a wide range of undergraduate, postgraduate, PhD and research programs which cater over 70.000 students. It is the largest and the most multi-thematic university of Greece and one of the largest of its kind in Europe. AUTh actively promotes interdisciplinarity, research and innovation, in a fertile academic environment which carry a broad social impact. It fosters a strong program of funded research while at the same time providing access to a large variety of cultural and recreational facilities

including a summer camp by the sea. Through the Erasmus mobility program and its partnerships with hundreds of universities around the globe, AUTh offers a wide range of international experiences to its students. With its main campus in the heart of Thessaloniki, a lively, vibrant, multi-cultural city at the crossroads of civilizations over the millennia, AUTh offers an exciting everyday student life.

No part of this Memorandum of Understanding shall be legally binding except Clauses 5, 6 7, 8 and 9.

- 1. The Parties intend to establish a Memorandum of Understanding for the mutual benefit of both parties. The Parties propose to explore the following areas of co-operation as set out in the clauses below:
  - i. joint research activities
  - ii. faculty and administrative staff exchanges
  - iii. student exchange, including at graduate level
  - iv. the exchange of scientific and technical knowledge and materials
  - v. other activities of mutual interest
- 2. Any mutual projects to be implemented in the context of this Agreement shall be governed by the regulatory frameworks of both Parties and shall be subject to separate formal institutional and programme agreements which have been approved by the appropriate bodies within the two Parties in advance and shall depend on the availability of funds. No guarantee is given that such funds shall be available from either Party.
- 3. Both Parties shall jointly publish results arising from this co-operation in accordance with usual academic practice. In the event of publication by one Party, the other Party shall be asked to give prior written consent.
- 4. Both Parties shall be free to use any scientific and technical information created or transferred in the course of the collaborative activities described in Article 1 above for their own research and development purposes. However, any use by either Party of the other Party's background information for research and development purposes shall be the subject of a separate agreement.
- 5. Each Party shall own all Intellectual Property which is generated by its staff, students and agents pursuant to this Memorandum. Each Party grants to the other a royalty-free perpetual irrevocable licence to use such Intellectual Property for their own internal teaching and research purposes.
- 6. In the event that both Parties are responsible for jointly generating Intellectual Property, such Intellectual Property shall be jointly owned in accordance with the inventive contribution made by each Party. If such Intellectual Property is capable of

commercial exploitation neither Party shall exploit without the consent of the other and on terms to be agreed.

- 7. Any subsequent contractual undertakings or information related to this MoU shall be treated as confidential ("the Confidential Information"). The Confidential Information shall not be used except for the purposes for which it was made available and the Confidential Information shall not be disclosed to any other person without the prior written consent of the disclosing Party.
- 8. Neither Party will be in breach of any obligation to keep any Confidential Information confidential or not to disclose it to any other party to the extent that it:
  - i. is known to the Party making the disclosure before its receipt and not subject to any obligation of confidentiality to another party; or
  - ii. is or becomes publicly known without any breach of this MoU or any other undertaking to keep it confidential; or
  - iii. has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality; or
  - iv. has been independently developed by the Partner making the disclosure; or
  - v. is disclosed pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other Party whose information it is, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or
  - vi. is approved for release in writing by an authorised representative of the Party whose information it is.
- 9. In the execution of this Agreement both Parties shall observe the legislative and regulatory framework in their respective countries.
- 10. The Co-ordinators of this Memorandum are:

For the University of Liverpool: Professor Lin Foxhall, Rathbone Professor of Ancient History and Classical Archaeology

For the Aristotle University of Thessaloniki: Professor Eleni Manakidou, Head of the School of History and Archaeology

University level managers for this agreement (including renewal) are:

For the Aristotle University of Thessaloniki: Dimitra Mentekidou, Head, International Relations Department

For the University of Liverpool: Christine Bateman, Head of International Development

The Co-ordinators will liaise on matters relevant to this Agreement as well as review progress on the collaborative activities covered by this Memorandum on an annual basis.

- 11. If questions about the interpretation of the provisions of the Memorandum or problems caused by matters not prescribed therein should arise, both Parties shall endeavour in good faith to settle the problem.
- 12. This Memorandum of Understanding shall be valid for a period of five years, starting on the date of signing, unless it is terminated earlier by either Party, following three months' notice in writing.
- 13. This Memorandum may be amended by the written agreement of both Parties.
- 14. Three (3) months before the date of expiration of this Memorandum, the Parties shall consult with each other to consider continuation of this Memorandum.
- 15. If the MoU remains dormant for three consecutive years it will be deemed to have lapsed.

Signed:

Nikolaos G. Papaioannou

Rector

Aristotle University of Thessaloniki

Greece

Date: 21. 11. 29

Signed:

Professor Dame Janet Beer

Vice Chancellor

University of Liverpool

**United Kingdom** 

Date: 21 November 2022