

MEMORANDUM OF UNDERSTANDING

BETWEEN HELLENIC OPEN UNIVERSITY AND FERNUNIVERSITÄT

In accordance with a desire to promote cooperation in areas of mutual interest for the benefit of both institutions,

The **Hellenic Open University**, an independent and wholly self-governed higher education institute, located in Par. Aristotle 18, 263 35, Patras, Western Greece, hereinafter referred to as “**HOU**”, represented by its President Prof. Ioannis Kalavrouziotis, who is endowed with the legal capacity to sign agreements

And

The **FernUniversität in Hagen**, Universitätsstraße 47, 58097 Hagen located in Germany hereinafter referred to as “FernUniversität” represented by its Rector Prof. Dr. Ada Pellert, who is endowed with the legal capacity to sign agreements.

Hereby enter into this Memorandum of Understanding for a period of five (5) years from the date this Agreement is signed by both parties (“Term”):

Article 1. Purpose: The Hellenic Open University and the FernUniversität aim to cooperate in fields of common interest and to develop joint projects in these fields.

Article 2. Scope: In case Joint activities will be established it will be done by mutual agreement of both parties. These projects are undertaken to enhance the exchange of scientific knowledge and cultural traditions at the global level, in order to comply with the commitment of both parties to realize international scientific and cultural exchanges.

Article 3. Areas of Cooperation: Subject to future specific implementing agreements signed by authorized officers of each institution, both parties may seek to engage in the following types of cooperation within agreed fields:

- a) Exchange of faculty and students for research, teaching and study;
- b) Joint research activities (prior to submitting a joint proposal or otherwise engaging in joint research activities, the Parties will enter into a Teaming Agreement or Collaborative Research Agreement signed by each Party's authorized representative);
- c) Exchange of scholars for seminars, conferences and other academic meetings;
- d) Exchange of scholarly publications and other information. Such exchanges will be subject to prior authorization.

This is not an exhaustive list.

Article 4. Key Personnel: The two parties will designate individuals responsible for the coordination and implementation of this agreement. Initial contact at the Hellenic Open University should be made with Professor Ioannis Kalavrouziotis. Initial contact at the FernUniversität should be made with the Head of International Office department.

Article 5. Financial Arrangements: Both parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds. Both parties agree to exercise reasonable efforts in securing outside funding for joint projects.

Article 6. Entry Requirements for Visiting Faculty and Students: Both parties acknowledge that visits by faculty and students from one institution to the other shall be subject to the entry requirements of Greece and Germany, and shall also comply with the regulations and policies of the Hellenic Open University and the FernUniversität.

Article 7. Subsidiary Agreements: The parties understand this Agreement cannot detail how each collaborative project will be implemented, administered, or funded. As a result, the parties agree they will need to enter into separate written subsidiary agreements for each project they agree to undertake. Each subsidiary agreement will address the scope of work; each party's contributions and obligations to the project; the administration, coordination and implementation of the project; the respective rights of each party to own, use and license intellectual property that is developed in the course of the project, and other issues the parties may mutually agree to address. Each subsidiary agreement must be signed by an authorized representative of each party prior to the start of work.

Article 8. Disclosure of Results of Academic and Research Activities: It is the policy of the Hellenic Open University that instruction, research, and services will be accomplished openly

and without prohibitions on the publication and dissemination of the results of academic and research activities.

To assure compliance and to protect the interests of both parties, if, in the course of conducting discussions or performing work under a separate subsidiary agreement, one party wishes to disclose information to the other party that the disclosing party considers to be proprietary, non-public, or confidential, the parties shall execute a separate nondisclosure agreement within the scope of individual projects.

Article 9 Compliance with Laws and Regulations: Both the Hellenic Open University and the FernUniversität acknowledge and agree that any activities undertaken under this agreement must conform, where and as applicable, with the laws and regulations of the German and Greece governments, including export control laws and regulations and, where applicable, funding principles and regulations.

Article 10. Principles of Equal Opportunity and Non-Discrimination: It is understood that both the Hellenic Open University and the FernUniversität subscribe to the principle of equal opportunity and do not discriminate on the basis of race, age, sex, sexual orientation, physical or mental disability, religion, ancestry or national origin, marital status, genetic information, political affiliation, and gender identity or expression. Both the Hellenic Open University and the FernUniversität shall abide by these principles in the administration and implementation of this Agreement and individual undertakings and neither party shall impose criteria that violate principles of nondiscrimination on the selection of scholars or students.

Article 11. Review and Renewal: Both parties shall review the status of this Agreement in the fifth year of the Term to determine any modifications that might be beneficial or necessary. The Term of this Agreement may be renewed or extended by mutual written consent of authorized officials of both parties.

Article 12. Termination: The parties may terminate this Agreement at any time by mutual agreement. Either party may terminate this agreement with written notification, signed by a designated official of the party initiating termination. Such notification must be given to the other party at least six months in advance of the effective date of termination. Undertakings still in progress at the time of termination shall continue until completion unless the parties agree otherwise in writing.

Article 13. Liability: Each party assumes full responsibility for the acts or omissions of its respective employees, agents, and representatives. In no event will either party or their officers, agents or employees be liable for any incidental, special, indirect, exemplary or consequential damages of any kind, including business expense, loss of profits, damage or injury to property for any claims, demands or damages arising out of the existence and/or use of this MOU even if the party has been advised of the possibility of such damages.

Article 14. Settlement of Disputes: Any disputes between the Parties regarding the interpretation or implementation of this Agreement shall be settled amicably.

Article 15. General: The relationship between the Hellenic Open University and the FernUniversität is that of independent contractors. Neither institution is, nor shall be deemed to be a partner or agent of the other, and neither institution shall represent itself as such. This Agreement may be executed in multiple counterparts exchanged by facsimile or other electronic means of duly-signed duplicates, each of which shall be deemed an original but together shall constitute one and the same agreement.

Hellenic Open University
Prof. Ioannis Kalavrouziotis

FernUniversität
Prof. Dr. Ada Pellert

Date:

Date: