

## MEMORANDUM OF UNDERSTANDING

### BETWEEN THE HELLENIC OPEN UNIVERSITY AND THE OPEN UNIVERSITY OF ISRAEL

Following 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 **Open University of Israel**, an institution of higher education recognized under the Council for Higher Education Law, 5718-1958, located at 1 University Road, 4353701 Raanana, Israel, hereinafter referred to as "the OUI" represented by its President Prof. Mimi Ajzenstadt who is endowed with the legal capacity to sign agreements

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

**Article 1. Purpose:** The Hellenic Open University and the Open University of Israel shall cooperate in common interest and develop joint projects in these fields.

**Article 2. Scope:** Joint activities will be established by mutual agreement of both parties. These projects are undertaken to enhance the exchange of scientific knowledge and cultural traditions at the global level to comply with both parties' commitment 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.

**Article 4. Key Personnel:** The two parties will designate individuals responsible for coordinating and implementing this agreement. Initial contact at the Hellenic Open University should be made with Professor Ioannis Kalavrouzotis. Initial contact at the Open University of Israel should be made with the Head of the International Office, Prof. Ofer Reany, [oferre@openu.ac.il](mailto:oferre@openu.ac.il).

**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 and Visa 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 and visa requirements of Greece and Israel, and shall also comply with the regulations and policies of the Hellenic Open University and the Open University of Israel.

**Article 7. Subsidiary Agreements:** The parties understand that 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.

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**Article 8. Disclosure of Results of Academic and Research Activities:**

8.1 The Parties agree that, unless specified otherwise in a subsidiary agreement, this MoU does not grant any rights with regard to the “Industrial and Intellectual Property” of each party.

8.2 Issues related to the industrial and intellectual property of works and materials produced jointly by the contracting parties, for which there is consequently co-ownership, must be agreed in the specific subsidiary agreement signed by both parties.

8.3 For the exclusive purposes of the fulfilment of the obligations set out in this MoU, each party may make use of the trademarks, logos, domains and other distinctive signs of the other party, following its prior written authorization. Upon termination of this MoU due to any of the reasons described herein, both parties are obliged to cease immediately making use of the contents, trademarks, logos and other signs that constitute the Intellectual or Industrial Property of the other party.

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

**Article 10. Principles of Equal Opportunity and Non-Discrimination:** It is understood that both the Hellenic Open University and the Open University of Israel subscribe to the principle of equal opportunity and do not discriminate based on 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 Open University of Israel shall abide by these principles in the administration and implementation of this Agreement and individual undertakings. Neither party shall impose criteria that violate principles of non-discrimination 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 Open University of Israel is that of independent contractors. Neither institution is nor shall be deemed 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 shall constitute the same agreement.

<b>Hellenic Open University</b> <b>Prof. Ioannis Kalavrouziotis</b>	<b>Open University of Israel</b> <b>Prof. Mimi Ajzenstadt</b>
	<b>Mr. Alon Elimelech</b> <b>Chief Accountant</b>
Date	Date

