MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), by and between Purdue University, West Lafayette, Indiana, U.S.A. and University of Patras, Patras, Greece.

WITNESSETH THAT:

WHEREAS, Purdue University and University of Patras desire to promote the enrichment of their teaching and learning, research and discovery, and engagement missions; and

WHEREAS, Purdue University and University of Patras desire to strengthen and expand the mutual contacts between the two institutions; and

WHEREAS, Purdue University and University of Patras desire to provide for a variety of collaborative educational opportunities for faculty and students at the two institutions on the terms and conditions hereinafter set forth;

NOW THEREFORE, it is mutually agreed as follows:

I. **Scope of Agreement** - This Agreement shall commemorate the parties' intent to enter into but not be limited to, the following types of collaboration:

   A) Exchange of faculty, research scholars, and students
   B) Development of dual degree programs
   C) Collaborative Research and Discovery, Learning and Teaching, and Engagement
   D) Other mutually-agreed educational or research programs

Before implementing these activities, the parties will discuss the opportunities and challenges presented and will thereafter enter into specific activity agreements based on the mutually agreed objectives and outcomes.

II. **Period of Agreement** - This Agreement shall be effective upon the date of final execution and will remain in force for a period of five years. This agreement may be renewed beyond five years by mutual written agreement. In addition, either institution may terminate the agreement by providing notice to the other party in writing. The termination of this MOU will not affect programs and activities undertaken prior to its completion, unless otherwise agreed by the Parties.

III. **Activities Under This MOU** - It is expected that activities taking place under this Agreement will be initiated primarily by academic units within each institution, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution. Faculty and student exchanges will follow the respective university’s guidelines for faculty and student exchange.

IV. **Planning and Management of Activities** - Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly and signed by authorized signatories of each party. Such agreements will specify the names of those individuals at each institution responsible for the implementation of the program and set forth all terms and conditions associated with the activity. The parties understand that each Activity Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property and other deliverables that Purdue University may be required to contribute. Therefore, Purdue University and University of Patras reserve the right to perform separate risk assessments on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for Purdue University and for University of Patras. Purdue University and University of Patras reserve the right to assign and/or subcontract any or all of their obligations under this MOU and/or any Activity Agreement to any of their
subsidiaries or affiliates (including affiliates controlled but not owned by Purdue University or University of Patras, any trustees of Purdue University or University of Patras), nevertheless remaining responsible for the implementation of the memorandum.

V. Funding of Activities – Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions. The cooperation by this MOU is primarily based on the principle of non-exchange of funds. If over time any expense arises in the context of the MOU a separate special agreement will be concluded to define the commitments of both parties. All activities undertaken pursuant to this MOU shall be subject to the availability of resources of the Parties.

VI. Nondiscrimination - Purdue University and University of Patras agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this Agreement.

VII. Use of Name - University of Patras will not use the name of Purdue University, nor of any member of Purdue University's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Purdue University. Purdue University will not use the name of University of Patras, or any employee of University of Patras, in any publicity, advertising, or news release without the prior written approval of University of Patras.

VIII. Modification – The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.

IX. Prevailing Language - Should this document be executed in two languages, the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.

X. Non-Binding – This Agreement is non-binding and solely for the purpose of establishing a basis upon which Purdue University and University of Patras will continue discussions. Either Purdue University or University of Patras may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.

XI. Foreign Corrupt Practices Act - Purdue University and University of Patras represent and warrant to each other that they are aware of the requirements of the United States Foreign Corrupt Practices Act (the “FCPA”) and that they will not, and will not allow their owners, employees, representatives, officers, directors, contractors or other agents to take any action in connection with this Agreement or any separate Activity Agreement to provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.

XII. Each Party shall maintain confidentiality of all information regarded as confidential and shall not disclose any relevant confidential information to any third person, unless the written consent of the other Party is obtained.
XIII. The Parties recognize the importance of protecting personal data character of natural persons, their lawful and correct processing. In that meaning, the Parties comply with the basic principles of personal data processing, respect the rights of natural persons, agree, ratify and implement the Personal Data Protection Act, [Regulation 679/2016 (EU)] for the protection of natural persons against of the processing of personal data. The obligation to comply with the Regulation will remain in force even after the expiry of this MOU.

XIV. The activities described, for which there will be a specific cooperation agreement, will be carried out in accordance with the applicable legislation.

IN WITNESS WHEREOF, Purdue University and University of Patras have executed this Agreement as of the date of the final signature below.

Signing for Purdue University

Alyssa M. Wilcox
Senior Vice President for Partnerships
Chief of Staff, Office of the President

Date /05/2023

Signing for University of Patras

Prof. Christos I. Bouras
Rector

Date /05/2023