UNIVERSITY OF SUNDERLAND

and

UNIVERSITY OF PATRAS

MEMORANDUM OF UNDERSTANDING

In respect of

POTENTIAL FUTURE COLLABORATION TO ENHANCE TOURISM RELATED RESEARCH ACTIVITIES
This MEMORANDUM OF UNDERSTANDING is dated the 29th day of May 2023

BETWEEN:

(1) UNIVERSITY OF SUNDERLAND is a Higher Education Corporation established by Order of the Secretary of State under Section 121 of the Education Reform Act 1988, whose registered office is at 4th floor, Edinburgh Building, City Campus, Chester Road, Sunderland, SR1 3SD (hereinafter referred to as “Sunderland”); and

(2) UNIVERSITY OF PATRAS of University Campus, GR26504 Rion, Achaia (hereinafter referred to as “Patras”)

Each a “Party” and collectively referred to as the “Parties”

WHEREAS

This Memorandum of Understanding (“MOU”) recognises the intention of the Parties to work together to explore opportunities for collaboration generally with the possibility of the Parties working together on future projects, to be agreed in the future.

NOW THEREFORE the Parties agree as follows:

1. TERM OF THE MOU

This MOU shall commence on the date set out above and will remain in effect for three years or until terminated or superseded by a mutually agreed new arrangement whichever occurs first. Any extension beyond the term of three years must be in writing and signed by the Parties.

2. PURPOSE OF THE MOU

2.1. The Parties wish to explore opportunities to work together in relation to various activity, including but not limited to:
2.1.1. Research in Tourism; and
2.1.2. Projects;
2.1.3. Publications;
2.1.4. Conferences; and
2.1.5. Seminars

2.2. If discussions between the Parties proceed beyond the exploratory stage as envisaged by clause 2.1 and the Parties wish to exchange confidential information relating to a specific project, the Parties hereby agree to enter into a legal contract substantially in the form of the agreement attached as Schedule 1 to this MOU ("the Non-Disclosure Agreement") at the earliest opportunity.

3. FINANCIAL AND LEGAL ARRANGEMENTS

3.1. The Parties will develop and agree between each other a schedule of specific work to be carried out and the costs of the specific work.

3.2. The Parties understand that a separate legally enforceable agreement is required to implement any project referenced in this MOU (a "Collaboration Agreement"). All such Collaboration Agreements shall record the terms of agreement between the Parties including financial considerations associated with any forms of commissioned work or collaborations and arrangements in respect of intellectual property as between the Parties.

3.3. For the avoidance of doubt any rights of ownership to or title in any intellectual property shall not transfer under this agreement and all costs and expenses incurred will remain with the respective Party.

4. GOVERNANCE

4.1. The governance and management structure for each project shall be determined in the course of the individual project but initially representatives of Sunderland and Patras shall attend project group meetings.

4.2. Meetings of the project group will take place every three months (or such other frequency as the Parties agree is needed) and the Parties will agree in writing the dates, time and venue of these project group meetings.

5. CONFIDENTIALITY

5.1. All documents and information relating to this MOU received by the Parties or by any other party associated with the MOU during or in connection with this MOU shall be held by the Parties in confidence and shall not be used except for the
purposes for which they were made available and such documents and information shall not be disclosed to any other person without the written consent of the Party who provided the documents or information. This restriction shall not apply to documents or information which:

5.1.1. Are already in the public domain;

5.1.2. Cannot reasonably be considered confidential; or

5.1.3. Are required to be disclosed by way of court order or by virtue of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or the Data Protection Act 1998.

6. LOGOS

6.1. Each Party’s logo will be displayed on literature, signage, information as appropriate when promoting the Parties’ working arrangements and jointly developed projects.

7. PUBLICITY

7.1. No Party shall use the name of the other Party in any publicity, advertising or press release without the prior written approval from the other Party.

7.2. Announcements, advertisements, circulars and other publications relating to the MOU shall be circulated to the other Parties for prior approval in writing and such approval shall not be unreasonably withheld.

8. TERMINATION AND AMENDMENT

8.1. Any Party shall have the right to terminate this MOU by giving ninety (90) days written notice to the other Party of its intention to terminate.

8.2. This MOU may be amended at any time with the prior written agreement of the Parties.

9. RELATIONSHIP

9.1. Nothing in this MOU shall be construed to create a relationship between the Parties of agency, partnership, joint venture or other similar arrangement. No Party shall have the right or authority to act for, represent, or in any way obligate or make commitments on behalf of the other Party.
10. LEGAL STATUS

10.1. Whilst the Parties agree to act in good faith towards one another and in accordance with this MOU it is intended only as a statement of intent and is not intended to be legally binding or to create legal relations between the Parties (with the exception of Clause 5 which shall have full legal effect and shall be binding between the Parties).

10.2. Subject to clause 10.1, neither Party shall incur any liability to the other whatsoever, as a result of entry into this MOU or any action, task, obligation, omission or default under it.

10.3. The Parties to this MOU do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

10.4. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
Signed on behalf of
University of Sunderland
By

Signature: Nikolaos Pappas
Name: Dr. Nikolaos Pappas, Professor of Tourism Development and Crisis Management
Position: Director of CERTE (Centre for Research in Tourism Excellence)
Date: 29 May 2023

Signed on behalf of
University of Patras
By

Signature: Christos I. Bouras
Name: Prof. Christos I. Bouras
Position: Rector
Date: ____________________
Schedule 1

Non-Disclosure Agreement
Dated 29 May 2023

UNIVERSITY OF SUNDERLAND

and

UNIVERSITY OF PATRAS

NON-DISCLOSURE AGREEMENT

Legal Services, 4th Floor, Edinburgh Building, City Campus, Chester Road, Sunderland SR1 3SD
This agreement is dated the 29th day of May 2023.

Parties

(1) UNIVERSITY OF SUNDERLAND is a Higher Education Corporation established by Order of the Secretary of State under Section 121 of the Education Reform Act 1988, whose registered office is at 4th floor, Edinburgh Building, City Campus, Chester Road, Sunderland, SR1 3SD (hereinafter referred to as “Sunderland”);

(2) UNIVERSITY OF PATRAS of University Campus, GR26504 Rion, Achaia (hereinafter referred to as “Patras”).

Background

Each party wishes to disclose to the other party Confidential Information in relation to the Purpose. Each party wishes to ensure that the other party maintains the confidentiality of its Confidential Information. In consideration of the benefits to the parties of the disclosure of the Confidential Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

It is agreed

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Affiliate in relation to a body corporate, any subsidiary, subsidiary undertaking or holding company of this body corporate, and any subsidiary or subsidiary undertaking of any such
holding company for the time being as defined in section 1159 of the Companies Act 2006;

**Business Day**
a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

**Confidential Information**
all information (however recorded, preserved or disclosed) disclosed by a party or its employees, officers, representatives or advisers (together, its Representatives) to the other party and that party's Representatives whether before, on or after the date of this Agreement in connection with:

(a) the Purpose;
(b) the terms of this Agreement;
(c) any information that would be regarded as confidential by a reasonable business person relating to:
   (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party or of any Affiliate of the Disclosing Party; and
   (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the
Disclosing Party or of any Affiliate of the Disclosing Party; and

(d) any information developed by the parties in the course of carrying out this Agreement;

but not including any information that:

(e) is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this Agreement or of any other undertaking of confidentiality addressed to the party to whom the information relates (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or

(f) was available to the Recipient on a non-confidential basis prior to disclosure by the Disclosing Party; or

(g) was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise
prohibited from disclosing the information to
the Recipient; or

(h) was lawfully in the possession of the
Recipient before the information was
disclosed to it by the Disclosing Party; or

(i) the parties agree in writing is not confidential
or may be disclosed; or

(j) is developed by or for the Recipient
independently of the information disclosed
by the Disclosing Party.

**Disclosing Party** a party to this Agreement which discloses or makes
available directly or indirectly Confidential Information;

**Purpose** Research collaboration between the University of
Sunderland (School of Hospitality, Events, Aviation and
Tourism, and Centre for Research in Tourism Excellence
and the University of Patras (Department of Tourism
Management, and Tourism Information Systems &
Forecasts Laboratory.

**Recipient** a party to this Agreement which receives or obtains
directly or indirectly Confidential Information;

**Representative** employees, agents and other representatives of the
Recipient.

1.2 Clause and paragraph headings shall not affect the interpretation of this
Agreement.
1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.6 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.7 References to clauses are to the clauses of this Agreement.

2. **Obligations of Confidentiality**

2.1 The Recipient shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party, shall not, and shall procure that its Representatives shall not:

2.1.1 use or exploit the Confidential Information in any way except for the Purpose; or

2.1.2 disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement; or

2.1.3 copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose.
2.2 The Recipient may only disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know this Confidential Information for the Purpose, provided that:

2.2.1 it informs these Representatives of the confidential nature of the Confidential Information before disclosure and obtains from its Representatives enforceable undertakings to keep the Confidential Information confidential in terms at least as extensive and binding upon the Representatives as the terms of this Agreement are upon the parties; and

2.2.2 at all times, it is responsible for these Representatives' compliance with the obligations set out in this Agreement.

2.3 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 2.3, it takes into account the reasonable requests of the other party in relation to the content of this disclosure.

2.4 The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Disclosing party from time to time) to safeguard the Confidential Information from unauthorised access or use.

2.5 No party shall make, or permit any person to make, any public announcement concerning this Agreement, the Purpose or its prospective interest in the Purpose without the prior written consent of the other party (such consent not
to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange) or by any court or other authority of competent jurisdiction. No party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

3. **Return of Information**

3.1 At the request of the Disclosing Party, the Recipient shall:

3.1.1 return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;

3.1.2 erase all the Disclosing Party's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and

3.1.3 certify in writing to the Disclosing Party that it has complied with the requirements of this clause, provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this Agreement. The provisions of this clause 3 shall continue to apply to any such documents and materials retained by the Recipient, subject to clause 7.2.

3.2 If the Recipient develops or uses a product or a process which, in the reasonable opinion of the Disclosing Party, might have involved the use of any
of the Disclosing Party's Confidential Information, the Recipient shall, at the request of the Disclosing Party, supply to the Disclosing Party information reasonably necessary to establish that the Disclosing Party's Confidential Information has not been used or disclosed.

4. **Reservation of Rights and Acknowledgement**

4.1 All Confidential Information shall remain the property of the Disclosing Party. Each party reserves all rights in its Confidential Information. For the avoidance of doubt any rights of ownership to or title in any intellectual property shall not transfer under this Agreement and all costs and expenses incurred will remain with the respective Party.

4.2 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.

4.3 The disclosure of Confidential Information by the Disclosing Party shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further agreement in relation to the Purpose, or the development or supply of any product or service to which the Confidential Information relates.

4.4 The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.
4.5 The Recipient shall be liable to the Disclosing Party for the actions or omissions of the Recipient's Representatives under this Agreement, as if they were the actions or omissions of the Recipient.

5. **Indemnity**

The Recipient shall indemnify and keep fully indemnified the Disclosing Party and/or its Affiliates at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by the Disclosing Party arising from any breach of this Agreement by the Recipient and from the actions or omissions of any Representative of the Recipient.

6. **Term and Termination**

6.1 If either party decides not to become, or continue to be involved in the Purpose with the other party it shall notify the other party in writing immediately. The obligations of each party shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Purpose, continue indefinitely following the termination of this Agreement.

6.2 Termination of this Agreement shall not affect any accrued rights or remedies to which either party is entitled.

7. **Entire Agreement and Variation**

7.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently)
other than as expressly set out in this Agreement. Nothing in this clause shall
limit or exclude any liability for fraud or for fraudulent misrepresentation.

7.2 No variation of this Agreement shall be effective unless it is in writing and signed
by each of the parties (or their authorised representatives).

8. **No Waiver**

8.1 Failure to exercise, or any delay in exercising, any right or remedy provided
under this Agreement or by law shall not constitute a waiver of that or any other
right or remedy, nor shall it preclude or restrict any further exercise of that or
any other right or remedy.

8.2 No single or partial exercise of any right or remedy provided under this
Agreement or by law shall preclude or restrict the further exercise of that or any
other right or remedy.

9. **Assignment**

Except as otherwise provided in this Agreement, no party may assign, sub-contract or
deal in any way with, any of its rights or obligations under this Agreement or any
document referred to in it.

10. **Notices**

10.1 Any notice required to be given under this Agreement, shall be in writing and
shall be delivered personally, or sent by pre-paid first class post or recorded
delivery or by commercial courier, to each party required to receive the notice
at its address as set out below:

10.1.1 University of Sunderland: Head of Legal, 4th Floor, Edinburgh Building,
City Campus, Chester Road, Sunderland SR1 3SD

10.1.2 University of Patras: University Campus, 26 504 Rion, Patras
or as otherwise specified by the relevant party by notice in writing to
each other party.
10.2 Any notice shall be deemed to have been duly received:

10.2.1 if delivered personally, when left at the address and for the contact referred to in this clause; or

10.2.2 if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

10.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

10.3 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

11. No Partnership

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

12. Third Party Rights

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

13. Counterparts

13.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
Signed for and on behalf of the University of Sunderland:

Signature: Nikolaos Pappas

Name: Dr. Nikolaos Pappas, Professor of Tourism Development and Crisis Management

Position: Director of CERTE (Centre for Research in Tourism Excellence)

Date: 29 May 2023

Signed for and on behalf of University of Patras:

Signature: Christos Bouras

Name: Prof. Christos I. Bouras

Position: Rector

Date: 29 May 2023