INTERNATIONAL MEMORANDUM OF AGREEMENT
Between
The University of Arizona
and
The University of Patras

I. GENERAL

A. Parties to the Agreement

This International Memorandum of Agreement (“Agreement”) is entered into by The Arizona Board of Regents on behalf of The University of Arizona, Tucson, Arizona, USA (hereinafter “The University of Arizona”) and the University of Patras, Greece (hereinafter the “University of Patras”). The two institutions shall be referred to collectively as the “Participating Institutions” in this Agreement.

B. Purpose of the Agreement

The Participating Institutions, with approval of their responsible authorities, are entering into this Agreement to facilitate and enhance cooperation in research and academics in areas of mutual interest, through the modes of collaboration set forth below.

C. Modes of Collaboration

The Participating Institutions will endeavor to promote collaboration through a broad range of strategies, which may include research collaboration, faculty and scholar exchanges, student exchange and direct enroll programs, and study abroad. Initially, the Participating Institutions are agreeing to the following programs, which are further detailed in Appendix A, incorporated herein by reference:

1. exchanges of faculty and scholars for short-term and, as funding and other circumstances permit, longer-term visits; and
2. the design of collaborative research projects, including the development of formal proposals for funding of such research; and
3. student exchange and/or visiting programmes;
4. Availability of library and archive materials of the institutions mentioned above.

II. TERMS OF THE AGREEMENT

A. Areas of Initial Concentration

The Participating Institutions agree to develop collaborative programs in areas of mutual interest, and will initially focus on implementing collaborative fundamental research through faculty and scholar exchanges
in the field of cultural resources management of cultural heritage parks and archaeological information modelling, archaeological dataset management, extension and reuse, 2D/3D GIS in archaeology.

B. Activities in Support of Collaboration

The Participating Institutions recognize the importance of certain ancillary activities in support of these primary areas of research and technical collaboration. Principal among these shall be, when appropriate,

1. the regular exchange of relevant publications and information generated by the Participating Institutions; and

2. regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.

III. ADMINISTRATIVE GUIDELINES

A. Implementation of this Agreement

1. It is the intent of the Participating Institutions that the general provisions of this Agreement be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such programs will be detailed in implementing agreements or addenda to this Agreement, and will be approved in writing by the designated officials both institutions. No implementing memorandum will amend or contradict the provisions of this Agreement. Implementing memoranda for all programs must include provisions for insurance to cover liability arising out of acts or omissions of each Participating Institution’s officers, agents and/or employees. Implementing memoranda for faculty exchanges and collaborative research programs must include specific provisions relating to any intellectual property that may result from the program.

2. Nothing in this Agreement shall be interpreted as constraining the development of future programs that are not specifically mentioned in this Agreement.

B. Responsible Administrative Personnel

1. The Participating Institutions shall be represented in formal negotiation or renegotiation of this Agreement by the Rector of the University of Patras, or by their designated representatives and by the Associate Vice President, Arizona Global of The University of Arizona, respectively.

2. The designated operational units of the Participating Institutions, for purposes of developing and implementing the terms of this Agreement are:
3. Either Participating Institution may change its designated operational unit by written notification to the other Participating Institution.

C. Travel and Safety

1. The Participating Institutions each acknowledge and agree that they have emergency response plans to address emergencies, including but not limited to natural disasters and political unrest. Each Participating Institution agrees to provide the other with information on the emergency response plan upon request.

2. The University of Arizona will evaluate potential risks for any country to which its employees or students may be proposing travel and may determine based on U.S. Department of State Travel Advisories, any other travel advisory source, and in its sole discretion, that travel to a particular country or area is not advisable at that time.

3. If a University of Arizona employee or student is already present in a location where The University of Arizona determines there to be an elevated risk, the traveler must consult with The University of Arizona to re-assess the safety of their remaining in this location. If The University of Arizona deems the risk to be extreme, the employee or student may be evacuated back to their home country or to a safer location.

D. Other Provisions

1. This Agreement is written in the English language. Any translation will be substantially equivalent in establishing the mutual obligations of the Participating Institutions.

2. Nothing in this Agreement shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting either of the Participating Institutions.

3. This Agreement is effective for an initial term of five (5) years from the date of joint signing (the “Effective Date”). After this initial term, this Agreement shall be reviewed and may be revised as deemed necessary by the Participating Institutions.

4. This Agreement may be terminated by either of the Participating Institutions upon written notice given at least 90 days before the end of the other Participating Institution’s current academic year, to be effective as of the end of that academic year. In the event of such termination, any students, faculty, or scholars currently participating in an exchange pursuant to this Agreement
shall retain their then-current status until the end of their program or the end of the current academic year, whichever is sooner.

IV. LEGAL PROVISIONS

A. Conflict of Interest

This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511 regarding Conflict of Interest.

B. Non-Appropriation

The Participating Institutions recognize that performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Notwithstanding the provisions of Section III. D. 4 above, should the Legislature fail to appropriate the necessary funds or if The University of Arizona’s appropriation is reduced during the fiscal year, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The University of Arizona agrees to notify the other Participating Institution as soon as reasonably possible after the unavailability of said funds comes to The University of Arizona’s attention.

C. Intellectual Property

1. The Participating Institutions do not intend that the activities performed under this Agreement will result in inventions or the creation of new intellectual property, but if any result, the following will apply: The University of Arizona shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing this Agreement. The University of Patras shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing this Agreement. The University of Patras and The University of Arizona shall hold joint title and rights in inventions, copyrights, and other intellectual property arising from the joint conceptions or efforts of both Participating Institutions’ employees or consultants in performing under this Agreement.

2. No Participating Institution will use the trademarks, trade name, logos, trade dress, or other commercial property of any other Participating Institution without the express written approval of that Participating Institution.
D. Disputes

The Participating Institutions shall make a good faith endeavor to settle amicably, through direct negotiations between them, any dispute, difference, controversy, or claim (“Dispute”) arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

E. Equal Employment Opportunity and Non-Discrimination

The University of Arizona is bound by applicable federal and state laws and regulations, as well as internal University of Arizona policy, governing equal employment opportunity and nondiscrimination. The Participating Institutions will treat all prospective and current students, faculty, and staff involved in the Program with dignity and civility, and not engage in harassment or discrimination in violation of applicable law or accreditation standards or policies against any individual on the basis of race, sex, religion, color, national or ethnic origin, age, disability, veteran status, genetic information, sexual orientation, or gender identity in administration of the Program, admissions policies, financial aid, or employment. Participating Institution will cooperate with UA to accommodate Program student disabilities or special needs to the best of their abilities and in accordance with applicable law and accreditation standards and policies.

F. Export Controls

The University of Arizona is bound by all applicable United States federal laws restricting the export of controlled materials and technology set forth in the International Traffic in Arms Regulation (ITAR), 22 CFR §120 et seq. and the Export Administration Act of 1979 (as amended) 50 U.S.C. Appendix § 2401 et seq. (collectively “Export Control Laws”) and will not transfer any export controlled materials or technology without prior authorization from Department of State or Department of Commerce if such authorization is required.

G. Family Educational Rights and Privacy Act (FERPA)

The Participating Institutions acknowledge that students participating in programs pursuant to this Agreement are enrolled or plan to be enrolled in both Participating Institutions for the purposes of this Agreement, and each of the Participating Institutions shall therefore provide to the other Institution such student information as is necessary for the purposes of the student’s enrollment in the other Institution, pursuant to 34 CFR §99.31(a)(2). The Participating Institutions acknowledge that any disclosure of student information is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g, 34 CFR Part 99.
H. Notices and Communications

Any notices, reports, authorizations, or approvals concerning this Agreement will be in writing. Unless otherwise provided, all notices will be sufficient when delivered in person, or sent by facsimile, electronic mail, registered mail, or courier, to the authorized representative of the Participating Institution or to a person designated by the authorized representative. The authorized representative of each Participating Institution is:

For The University of Arizona:
Daniel Palm
Associate Vice President
Arizona Global
University Services Building, 322
PO Box 210158
888 N. Euclid Avenue
Tucson, AZ 85721
dpalm@arizona.edu

For The University of Patras:
Prof. Christos I. Bouras, Rector
University Campus-Rectorate,
Building A’
26504, Rio – Patras, Greece
rectorate@upatras.gr
rector@upatras.gr

I. Entire Agreement

This Agreement supersedes all prior agreements, understandings, customs and practices between the Participating Institutions regarding the operation of the programs. This Agreement may be signed in counterparts, which together will constitute one agreement. If this Agreement is signed in counterparts, no signatory to this Agreement will be bound until both Participating Institutions have duly executed, or caused to be duly executed, a counterpart of this Agreement. Each Participating Institution may rely on facsimile or electronically transmitted signature pages as if such facsimile or electronically transmitted pages were originals.

For The University of Arizona:
Liesl Folks
Senior Vice President for Academic Affairs and Provost
08/22/22
Date

For The University of Patras:
Prof. Christos I. Bouras
Rector

Date
APPENDIX A:  FACULTY AND SCHOLAR EXCHANGE

Exchanges of faculty and scholars and/or graduate students for short-term research and/or training purposes generally shall be conducted under the following guidelines:

1. The Participating Institutions shall — for a duration to be determined on a case-by-case basis and after mutual agreement — invite faculty and/or scholars for teaching and/or research visits. The exchange phase of this program is expected to be available when conditions for travel are favorable. Visiting faculty and scholars must have a sufficient command of the language of instruction if they are invited to teach.

2. If and insofar as there are sufficient funds for these specific purposes at the disposal of the Participating Institutions, the travel expenses and living costs for faculty and scholars shall be borne by the home institution. Exchange faculty and scholars shall be compensated entirely by their respective home institutions. Availability of funding from the host institution(s) shall be determined at the time of invitation.

3. The Participating Institutions shall undertake efforts to raise funds from outside sources for the exchange of faculty and/or scholars.

4. The Participating Institutions shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each. They shall exchange documentation and publications issued from these proceedings.

5. Each faculty or scholar exchange participant must submit proof of medical insurance coverage during the exchange period as required by U.S. Federal law. It is understood that the host institution accepts no responsibility or liability for providing health care services or health care insurance for visiting faculty and/or scholars.

6. Exchange faculty and/or scholars shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any immigration visas, permits or approvals.
7. Should any faculty or scholar collaboration result in any potential for intellectual property, the Participating Institutions shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership of such intellectual property and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the Participating Institutions.