Αριθμ. Πρωτ. ΕΑΠ: 12596 Ημερομηνία: 03/06/2024





## MEMORANDUM OF UNDERSTANDING BETWEEN THE HELLENIC OPEN UNIVERSITY AND ORDU UNIVERSITY

In accordance with a desire to promote cooperation in areas of mutual interest for the benefit of both institutions, the Hellenic Open University, located in Patras, Western Greece, and the University of Ordu located in, Ordu, Türkiye, hereby enter into this Memorandum of Understanding for a period of five (5) years from the date this Agreement has been executed by both parties ("Term"):

Article 1. Purpose: The Hellenic Open University and the University of Ordu shall engage in cooperation in fields of common interest and shall 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, 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;
- 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);
- Exchange of scholars for seminars, conferences and other academic meetings;
- d) Exchange of scholarly publications and other information, including library collections and services, in areas of interest to both parties.

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, George N. Vlahakis. Initial contact at Ordu University should be made with Dr, Selin Yurdakul.





**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 regulations of Greece and Türkiye and shall also comply with the regulations and policies of the Hellenic Open University and Ordu University.

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. As a result, the Hellenic Open University may not conduct classified or "sensitive but unclassified" work except with the prior written authorization of its President.

To assure compliance with the Hellenic Open University 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, the disclosing party considers to be proprietary, non-public, or confidential, the parties shall execute a separate nondisclosure agreement.

Article 9 Compliance with Laws and Regulations: Both the Hellenic Open University and Ordu University acknowledge and agree that any activities undertaken under this agreement must conform, where and as applicable, with the laws and regulations of the Turkish 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 Ordu University 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 Ordu University 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 fourth 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. General: The relationship between the Hellenic Open University and Ordu University is that of independent contractors. Neither of the institutions 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.

THE HELLENIC OPEN UNIVERSITY

Prof. Dr. leannis K. Kalavrouziotis

President

16.04.2024

ORDU UNIVERSITY

Prof. Dr. Orhan BAŞ

Rector

16.04.2024

Page 3 of 3