#### **ADDENDUM I**

#### TO THE

## MEMORANDUM OF AGREEMENT

## **BETWEEN**

# THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

#### AND

# ARISTOTLE UNIVERSITY OF THESSALONIKI GREECE

The Board of Trustees of the University of Illinois, a public body corporate and politic of the State of Illinois, United States of America, for and on behalf of the University of Illinois at Chicago ("UIC"), Aristotle University of Thessaloniki, a public institution of higher education of Greece ("AUTh"), hereby incorporate this Addendum I ("Addendum") to their Memorandum of Agreement ("Agreement"), both documents to be signed simultaneously.

## PART 1. FACULTY EXCHANGE

- 1.1. Participants. Participants will be faculty from UIC and AUTh who are engaged in collaborative research or professional development training. Participants shall not be enrolled in academic coursework for credit at the host institution.
- **1.2. Exchange Quota and Duration.** Each institution may send one (1) exchange faculty per semester, unless otherwise mutually agreed by the parties. Other equivalent combinations of number of exchange faculty and duration of visit may be substituted. The maximum time an exchange faculty may spend at the host institution is twenty-four (24) months, unless otherwise mutually agreed by the parties.
  - **1.2.1.** All exceptions to Section 1.2 must be approved by each party's authorized signatory in accordance with the terms of the Agreement.
  - 1.2.2. Permissible quotas unused in any one year may be transferred to subsequent years, but in no event shall there be more than three (3) exchange faculty per academic year for each institution.
- **1.3. Selection Procedures.** The home institution will nominate faculty to the host institution. The host institution will approve or deny the nominated faculty. If approved by the host institution, the institutions will agree in writing on the timing, duration, and any specific terms of the exchange visit (*e.g.*, academic responsibilities, financial support).

- **1.4. Faculty Responsibilities.** Each participating exchange faculty member is responsible for the following:
  - a. Compliance with all policies, rules, statutes, procedures, and regulations of the host institution and host country, in addition to compliance with those of the home institution;
  - Compliance with immigration rules and regulations (the host institution will provide guidance when requested);
  - c. Costs associated with passports, visas, and all legally required documentation;
  - d. Costs associated with all required and optional vaccinations and inoculations;
  - e. Payment of tuition and fees for clinical observation, if applicable;
  - f. Premiums to maintain in full force and effect a policy of health insurance and international insurance coverage for emergency evacuation, repatriation of mortal remains, accidental death and dismemberment, and all costs associated therewith (for exchange faculty visiting UIC, the health insurance must meet the U.S. Department of State's guidelines and proof of said coverage shall be required);
  - g. Transportation to and from the host institution;
  - h. Room and board expenses;
  - i. Books, photocopies, clothing, and personal expenses; and
  - j. All other incidental expenses and/or debts incurred during the program.
- 1.5. Institutional Responsibilities. Each institution shall:
  - a. Appoint a faculty or staff member to serve as coordinator for this program;
  - Provide visiting exchange faculty with access to libraries, email, a computer, and appropriate office space;
  - Introduce visiting exchange faculty to a member of the faculty of the host institution who
    will serve as academic colleague and mentor;
  - d. Assist, to the best of its ability, visiting exchange faculty in finding appropriate and acceptable housing accommodations, such cost to be borne by the exchange faculty;
  - e. Provide an orientation upon arrival and continue contact with visiting exchange faculty during the course of the exchange; and
  - f. Undertake to maintain the salary and supplemental benefits of its own faculty who participate in this program, consistent with its existing leave policies.
- **1.6. Obligations to Participants.** Each institution's obligations to participants under this Addendum are limited to exchange faculty only and do not extend to their spouses or dependents.
- **1.7. Status of Participants.** Under no circumstances shall exchange faculty be construed to be employees or representatives of the host institution.
- **1.8. Discipline.** Exchange faculty are subject to the policies, procedures, rules, and regulations of the host institution and are subject to discipline, including removal, for violation of any of the same.

## PART 2. TERM, REVIEW, AND TERMINATION

- **2.1. Term.** This Addendum shall become effective as of the date of the last signature appearing below and continue for five (5) years.
- 2.2. Review. The parties will review the terms and results of the program annually. Based on this

review, the program will continue, undergo revisions, or be terminated. The parties will complete the review by May 31 of each year.

**2.3. Termination for Convenience.** Either party may terminate this Addendum for convenience with at least ninety (90) days' prior written notice to the other. If either party terminates this Addendum for convenience, any exchange faculty participating at the time that notice of termination is received shall be allowed to complete the program under the terms of the Addendum in effect at the time the exchange faculty was accepted to the program.

# PART 3. GENERAL PROVISIONS

- 3.1. The parties agree to comply with all applicable U.S. federal and Illinois state nondiscrimination, equal opportunity, and affirmative action laws, orders, and regulations. The parties shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era. Each party agrees that in connection with this Addendum, it will not offer, promise, or give, directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof or to any third party while knowing that such item of value or any portion thereof may be offered, promised, or given to a government official, political party official, political candidate, or employee thereof for the purpose of obtaining or retaining business. Each party specifically agrees that, in connection with this Addendum, it will take no action, or omit to take any action, which would cause another party to be in violation of the applicable laws of the United States, including the U.S. Foreign Corrupt Practices Act, or any laws applicable AUTh regarding bribery and corrupt practices. Each party agrees not to take any action that would cause another party to be in violation of U.S. anti-boycott laws and regulations or to participate or cooperate, directly or indirectly, in an international boycott in any manner that would result in a tax penalty under U.S. law.
- 3.2. The parties acknowledge that certain information about UIC's students is contained in records maintained by UIC and/or AUTh and that this information may be confidential by reason of the Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S.C. § 1232g), its implementing regulations, or UIC policy. Both parties agree to protect these records in accordance with FERPA, its implementing regulations, and UIC policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities under this Addendum or as required by applicable U.S. federal or Illinois law.
- **3.3.** The failure of either party to enforce any provision of this Addendum shall not waive the party's right to later enforce the provision or the Addendum. If any provision of this Addendum not essential to accomplishing its purpose is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this Addendum. Any rule of construction that would resolve ambiguities against UIC as drafter shall not apply in interpreting this Addendum.
- 3.4. Nothing in this Addendum is intended to or shall create any rights or remedies in any third party.
- **3.5.** Exchange faculty will be bound by the intellectual policies of the home institution unless otherwise mutually agreed by the parties.
- **3.6.** To be enforceable, all notices required under this Addendum must be in writing and delivered to the party's address, identified below, by registered or certified mail, return receipt requested, or by an

overnight courier or internationally recognized express mail service with delivery receipt. Notice is effective upon receipt by the intended recipient.

Notices to AUTh shall be sent to:

Aristotle University of Thessaloniki University Campus 54124, Thessaloniki Greece

Attn: Ms. Helen Baxevanidou, Head of the International Relations department

(Q <del>uantitation )</del>	 	

With a copy to:
Office of University Counsel
1737 West Polk Street, Suite 405
Administrative Office Building, MC 225
Chicago, Illinois 60612 USA

- 3.7. This Addendum is written in English, two (2) originals, all texts being equally valid.
- **3.8.** The individuals signing this Addendum on a party's behalf represent that they are authorized and intend to bind their respective parties in contract.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the last signature date below.

For the BOARD OF TRUSTEES OF THE **UNIVERSITY OF ILLINOIS** 

For the ARISTOTLE UNIVERSITY OF **THESSALONIKI** 

By: Professor Pericles A. Mitkas

Aug. 26, 2019

Title: Rector

Date:

By: avifit ghosh
Title: Comptroller
Date: 9/25/19

Bernadette I. Rossmoore Coordinator of Business and Financial Services

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