

Institutional Collaboration Agreement

This institutional collaboration agreement ("Agreement") is made by and between the University of Cincinnati, an institution of higher education organized under Chapter 3361 of the Ohio Revised Code, and the Aristotle University of Thessaloniki, Greece, each a "Party" and collectively the "Parties."

Whereas the Parties have mutual interests in promoting training, research, education and publication through joint activities.

Now, therefore, the Parties agree as follows:

Statement of Intent

Through this Agreement, each Party intends to facilitate collaboration and cooperation between the Parties in areas of mutual interest for the purpose of enhancing the Parties' contribution to higher education internationally. Each Party further intends to learn from the other Party, in a spirit of friendship, equality, and mutual interest.

Scope

Each Party agrees to give due consideration to any request to collaborate and cooperate on any of the following areas:

- Joint research and training programs;
- Faculty mobility;
- Student mobility;
- The preparation of joint proposals for external funding;
- Joint programs of consulting and evaluation;
- Joint sponsorship of conferences;
- Joint publication;
- Exchange of materials, articles and other publications; and
- Other such activities as may be mutually agreed upon.

Activity Agreements

The Parties shall only undertake joint activities pursuant to a separate, jointly-authored Activity Agreement, properly signed by all Parties.

General Provisions

1. **Term.** This Agreement commences on the date both Institutions have signed and expires 5 years thereafter. The Institutions agree to review this Agreement and the programs annually and the Agreement can be renewed or altered at any time by the procedures set forth under "Amendment" below. It may be extended for an additional 5 years by mutual agreement in writing.
2. **Termination.** Either party may terminate this agreement with six (6) months advance notice in writing. All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the mail, postage prepaid.
3. **Amendment.** The written provisions contained in this Agreement constitute the sole and entire agreement made between the Institutions and supersedes all prior or contemporaneous agreements, discussions, or representations, oral or written, with respect to the subject matter hereof. Any amendments or renewals to this Agreement shall not be valid unless made in writing and signed by both Institutions.
4. **Export Control Laws and Regulations.** The parties agree to comply with the export and import control laws and regulations applicable to each respective party in the conduct of its activities under this Agreement, and each party agrees to obtain export licenses or other export authorization, as may be required, prior to exporting any controlled items or technology. If this Agreement is simply hosting or exchanging of students or researchers, then U.S. export and import control laws apply to items hand-carried or shipped and or unpublished technical data that may be sent via electronic or physical means as well as storage.
5. **Force Majeure.** An Institution shall not be responsible for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any other cause beyond the reasonable control of such Institution.
6. **Agency.** The Institutions agree that, during the term of this Agreement, the Institutions are engaged with each other as independent contractors and not as a joint venture, partnership, trust, association, corporation, or formal business organization of any kind. Except as expressly provided herein, neither Institution shall have the right to bind or obligate the other Institution in any manner without the other Institution's prior written consent.

7. **Language.** If the Aristotle University of Thessaloniki, Greece chooses to translate this agreement into another language, the Aristotle University of Thessaloniki, Greece warrants that the translated version accurately represents the understanding of the parties as described in the English language version. The Parties agree that this English language version in all respects shall be the controlling version of this Agreement.
8. **Agreement Coordinators.** Each institution will designate an office and an individual within that office (the "Coordinator") to oversee the activity. Coordinators should communicate regularly with each other.

Coordinators may assign or delegate aspects of the program to other people, such as faculty advisers. Coordinators are responsible for ensuring that these other individuals perform in a satisfactory way.

Signature and Notices:

Accepted and Agreed
University of Cincinnati

Signed: Raj Mehta

Printed Name: Raj Mehta

Title: Vice Provost for International Affairs

Date: August 03, 2023

Signed: Cynthia L. Dillon

Printed Name: Cynthia L. Dillon

Title: Assistant Contracting Officer

Date: 8.9.23

For notices to the University of Cincinnati, contact:

Raj Mehta, PhD
Vice Provost for International Affairs
raj.mehta@uc.edu

Signature and Notices:

Accepted and Agreed
Aristotle University of Thessaloniki,
Greece

Signed: Dimitrios S. Koveos

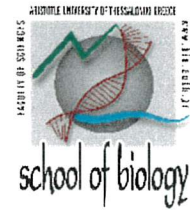
Printed Name: Dimitrios S. Koveos

Title: Rector

Date: June 8, 2023

For notices to the Aristotle University of Thessaloniki, Greece, contact:

Dimitra Mentekidou
Head of the
International Relations Department
internat-rel@auth.gr



Activity Agreement

This Activity Agreement (“Agreement”) is made by and between the University of Cincinnati, a state institution of higher education organized under Chapter 3361 of the Ohio Revised Code, and The School of Biology, Aristotle University of Thessaloniki, Greece (“PARTNER”), each a “Party” and collectively the “Parties.”

Whereas, the University of Cincinnati and PARTNER entered into an Institutional Collaboration Agreement (“ICA”) in 2022; and

Whereas, the Parties have mutual interests in promoting training, research, higher education and publication through joint activities; consistent with the ICA; and

Whereas, the Parties shall undertake the joint activities set out below pursuant to this separate, jointly-authored Agreement, properly signed below by all Parties. Through this Agreement, each Party intends to facilitate collaboration and cooperation between the Parties in areas of mutual interest for the purpose of enhancing the Parties’ contribution to higher education internationally. The Parties further intend to learn from each other, in a spirit of friendship, equality, and mutual interest.

Now, therefore, the Parties agree as follows:

Statement of Activity

This Agreement sets out the framework for educational and research collaboration between the Parties for a 5-year period. Either Party may terminate this Agreement upon six months’ prior written notice.

Activities:

- Design a joint elective graduate course that can be attended remotely/on-line by graduate students of both the School of Biology, Aristotle University of Thessaloniki, Greece and the Department of Pharmacology and Systems Physiology, University of Cincinnati College of Medicine, USA.
- Facilitate the creation of research joint activities of the respective institutions
- Collaborate on joint research proposals funded by internal or external resources
- Organize symposia, conferences, short courses and meetings on research issues.
- Promote faculty member and student mobility where feasible

- Exchange information on innovative teaching and administrative practices

Resources:

Existing resources that the two institutions utilize are sufficient for the development of the joint elective graduate course. If additional resources are needed for future activities, opportunities for funding from private foundations will be explored

Entrance requirements:

Students, who have registered with graduate programs of their respective institutions will not become members of the collaborating institution's graduate program. Thus, no modification in the selection process of students for each institution will be applied.

Tuition, insurance, housing (if applicable):

Existing policies for each institution without any modification will be applied.

Timetable:

January 2023-December 2023: Design of a new joint graduate course (curriculum, objectives, instructors, teaching modules) with emphasis on cardiovascular biology:

September 2024: Beginning of the course

Roles and Responsibilities:

- The Departments involved will avail the joint course to their graduate students in accordance with existing regulations for registration and attendance of the graduate courses
- Each institution shall be responsible for expenses incurred by its employees under this agreement, unless otherwise specified in a subsequent agreement.
- The scope of the activities under this agreement shall be determined by and subject to the funds available in both institutions. No specific financial commitment by either party is to be derived from this agreement.
- Faculty of the two Departments will be involved in teaching
- Dr. Konstantinos Drosatos (University of Cincinnati) and Dr. Antigone Lazou (Aristotle University of Thessaloniki) will serve as the coordinators.

Outcomes:

- It is expected that students with interest in cardiovascular institute will prioritize registering with the course
- Success will be measured via independent evaluation of the course's content and instructors' performance along the lines of existing evaluation mechanisms that the two Departments use presently.

Confidentiality:

The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this agreement. If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the Parties will enter into a written non-disclosure agreement

Incorporation of ICA

This Agreement incorporates the terms and conditions of the ICA by reference. In the event of a conflict between this Agreement and the ICA, the terms of this Agreement shall control.

Other such activities may be mutually agreed upon.

Contact Information for Coordinators

University of Cincinnati

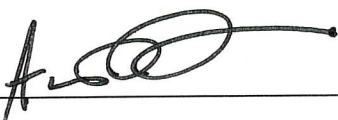
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Aristotle University of Thessaloniki

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Signature and Notices:

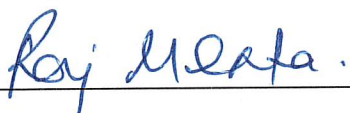
Accepted and Agreed
University of Cincinnati

Signed: 

Printed Name: Andrew T. Filak, Jr. MD

Title: Dean, College of Medicine

Date: July 13, 2023

Signed: 

Printed Name: Raj Mehta

Title: Vice Provost for International Affairs

Date: August 5, 2023

Signed: 

Printed Name: Cynthia L. Dillon

Title: Assistant Contracting Officer

Date: 8.9.23

For notices to the University of Cincinnati, contact:
Raj Mehta, PhD
Vice Provost for International Affairs
raj.mehta@uc.edu

Signature and Notices:

Accepted and Agreed
Aristotle University of Thessaloniki

Signed: 

Printed Name: Dimitrios S. Koveos

Title: Rector

Date: June 8, 2023

For notices to Aristotle University of Thessaloniki, contact:
Dimitra Mentekidou
Head of the International Relations Department
Internat-rel@auth.gr