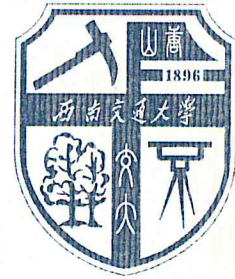




ARISTOTLE
UNIVERSITY OF
THESSALONIKI



Memorandum of Understanding

Between

Southwest Jiaotong University (SWJTU)

Chengdu, P.R.China

and

Aristotle University of Thessaloniki (AUTH)

Thessaloniki, Greece

I. PURPOSE

1. The purpose of this Memorandum of Understanding (MOU) is to establish each Party's intent to engage in discussions and exchange information with the other Party on mutual academic goals in teaching and in research and on areas of common interest in respect of (a) joint academic programs, and (b) research collaborations, (c) academic and scholars exchange, as more particularly described below:
 - a) **Joint programs** – activities may include:
 - collaborative training undergraduate, graduate students through joint academic programs
 - b) **Research collaborations** – activities may include:
 - development of joint research programs
 - collaborative scholarly publications.
 - c) **Academic and scholars exchanges** - activities may include:
 - co-host international academic conference
 - exchange of scholars, faculty members and post-doctor fellows
 - give academic lectures

2. This MOU is intended solely as a basis for further discussion between the Parties and is not intended to be and does not constitute a legally binding obligation of the Parties to act on or assume responsibility for any one or more of the matters.

II. DURATION AND TERMINATION

3. This MOU takes effect on the last date of the signature of both Parties and it will remain in effect for a period of three (3) years. At any time prior to the expiry of the duration of this MOU,
 - a) either Party may terminate this MOU for any reason by giving the other three (3) months' written notice of termination in accordance with Clause 4 (b); or
 - b) the Parties may agree to extend the period of duration of this MOU by written amendment

III. GENERAL TERMS AND CONDITIONS

4. The Parties agree to discuss and exchange information with the other on the following terms and conditions:
 - a) **Representative of Each Party:** The representative of each Party whose responsibility is to facilitate and coordinate the discussions, the exchange of information and to send and/or receive any communication or notice pursuant to this MOU is as follows, or as otherwise specified by the relevant Party by notice in writing to each other Party:
 - i) For Southwest Jiaotong University: Dr. Jiang Jiuwen, Director, Office of International Cooperation and Exchanges, Administration Building, Xipu campus, Pidu District, Chengdu, P.R.China, 611756, tel: +86-28-66366340, Fax: +86-28-66366346, Email: jjiuwen@home.swjtu.edu.cn.
 - ii) For Aristotle University of Thessaloniki: Helen Bahtsavanopoulou-Kotsaki, Head, International Relations Department, K. Karatheodori Building, Aristotle University Thessaloniki 541 24, Thessaloniki, Greece. Tel.: +30 2310 996742, Fax: (0030) 2310-991621, E-mail: internat-rel@auth.gr
 - b) **Method of Communication:** The manner of written communication pursuant to this MOU will take place by email or by fax between the Parties' representatives and communication sent by such means is deemed to have been received within the normal business hours of the receiving Party. A Party sending a notice of termination, as referred to in Clause 3 of this MOU, may send it by email to the other and must deliver the original notice of termination in person, where feasible, or send by mail with tracking and recorded delivery and in such case, the notice of termination is deemed to have been received on the date it is so delivered.
 - c) **Confidentiality:** The Parties agree to keep confidential at all times any information or data they exchange, acquire or share in connection with the other Party or with matters referred to this MOU, save where the data or information is already in the public domain or where

disclosure is required by applicable laws or where disclosure to a Party's employees, directors, advisors, legal counsel, experts and consultants or other professional advisors who have a need to know in contemplation or preparation of a Definitive Agreement.

d) **Definitive Agreements:** No legally binding obligations on the Parties with respect to matters identified in this MOU will be created, implied, or inferred until appropriate written agreement(s) in final form are executed containing provisions to describe their respective roles and responsibilities and all other essential terms and conditions signed by both Parties (referred to as "Definitive Agreement"). Without limiting the general interpretation of the previous sentence, the Parties agree that,

i) until one or more Definitive Agreement is signed by the Parties, no agreement binding on the

Parties shall exist and that this MOU does not commit either Party in respect of the matters

referred to this MOU.

ii) No statement, consent, waiver, acceptance, approval or anything else said or done by either

Party during discussions or exchanges of information shall be binding on the Parties, except

when and only to the extent expressly confirmed in a Definitive Agreement signed by the Parties.

e) **Use of Other Party's Name and/or Logo:** The Parties agree that, prior to the use of the other's corporate name and/or logo, symbol or emblem, the Party shall have previously obtained the written approval of the other Party for such use in a Party's publications, advertisements, announcements, web site and in any other material. The manner and circumstances of such use shall be approved by the appropriate authority of each Party in advance of the use and shall be in accordance with the Party's policies concerning the use of its name, trade-marks and symbols and logos.

f) **No Authority to Bind:** Each Party is a separate legal entity independent of the other and neither Party has the authority to bind the other or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing by the other. The Parties shall not have, and they shall not hold themselves out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of or binding upon the other. Unless provided for under this MOU, neither Party, their members, directors, officers, employees, agents and other legal representatives are to be construed as having any employment or agent relationship with the other or otherwise.

g) **Disputes:** If a problem or dispute arises between the Parties about this MOU, they will first try to resolve the dispute between themselves and will do their utmost to settle the problem or

dispute within a reasonable period by direct negotiation. If the problem or dispute is not resolved, the Parties may consider appointing a third party, provided both Parties agree to such third party, who will attempt to resolve the dispute within a reasonable period. An estimate of expenses and costs associated with appointing a third party to resolve the dispute shall be determined in advance and shall be shared equally by the Parties. The Parties recognize that it is impossible to determine appropriate time lines for the resolution of a dispute and when using the expression “reasonable period of time”, the Parties agree that such an expression shall be interpreted in light of the nature and complexity of the dispute.

h) **Amendments:** This MOU may be modified by written amendment signed by the Parties.

IN WITNESS THEREOF, the Parties have caused this MOU to be executed 2 copies both in English which are authentic, signed by their duly authorized representatives. The English version of this MOU Shall be the authoritative version in the event of a conflict or discrepancy.

For and on behalf of

Aristotle University of Thessaloniki




Prof. Pericles A. Mitkas
Rector




For and on behalf of

Southwest Jiaotong University



Prof. Shunhong Wang
Chairman and Secretary of CPC Committee



Thessaloniki, November 3, 2017