

Memorandum of Understanding

This document constitutes a Memorandum of Understanding ("MOU") between La Trobe University ABN 64 804 735 113 ("the University") and the Education Partner as set out in the Details below, for the Parties to engage in a program of cooperation upon the terms as set out in this document.

Details:

Education Partner	Legal Name: UNIVERSITY OF WEST ATTICA
Education Partner's representative and address for notices	Name: Professor, Panagiotis E. Kaldis Title: Rector Phone: +30210-5385561-562 Address: Ag.Spyridonos str. 12243, Egaleo, Greece Email: Rector@uniwa.gr , pkaldis@uniwa.gr
University's address for notices	Attention: Pro Vice-Chancellor (Educational Partnerships) Address: La Trobe University, Victoria, Australia 3086 Phone: +61 3 94796504 Email: edpartnerships.agreements@latrobe.edu.au
University's representative	Name: Professor Amalia Di Iorio Title: Pro Vice-Chancellor (Educational Partnerships) Phone: +61 3 94796504 Email: edpartnerships.international@latrobe.edu.au
Commencement Date	Upon execution of this MOU by both Parties
Term	5 years

EXECUTED BY THE PARTIES AS A MEMORANDUM OF UNDERSTANDING:

SIGNED for and on behalf of the University
by its duly authorised signatory


Signature: 

Name: AMALIA DI IORIO

Position: PVC (EDUCATIONAL P/SHIPS)

Date: 1/8/23

SIGNED for and on behalf of the Education Partner
by its duly authorised signatory

Signature: 

Digitally signed by
Panagiotis Kaldis
Date: 2023.07.12
14:34:28 +0300

Name: Panagiotis E. Kaldis

Position: Rector

Date: 12-07-2023

1. Interpretation

1.1 In this MOU unless the contrary intention appears:

Commencement Date means the date so specified in the Details;

Education Partner Representative means the person so specified in the Details or otherwise notified by the Education Partner from time to time;

Party or Parties means a party or parties to this MOU;

Term means the term so specified in the Details; and

University Representative means the person so specified in the Details or otherwise notified by the University from time to time.

2. Commencement and Duration

2.1 This MOU shall take effect on the Commencement Date and shall continue for the Term unless terminated earlier in accordance with the provisions of clause 6.

3. Program of Cooperation and Supplementary Agreements

3.1 The Parties to this MOU wish to engage with each other in a program of co-operation to explore the potential for educational programs including staff and student exchanges and academic research of mutual interest to the Parties.

3.2 Specific collaborations arising from this MOU shall be recorded in separate written agreements. Such agreements will specify the details of agreed activities and programs, including the contributions and responsibilities of the Parties, funding, intellectual property provisions, confidentiality, risk allocation and indemnity obligations of each Party.

4. Force of this Memorandum of Understanding

4.1 Unless specifically noted herein, this MOU is not intended to be of legal force and effect in any manner whatsoever.

4.2 This MOU has been negotiated and executed by the Parties in English. Where a translation of this MOU is prepared in another language, both versions have the same legal effect. If, however, a dispute arises due to a difference between the two versions, the English language version of the MOU will prevail.

4.3 Each Party agrees that this MOU may be executed in counterparts and electronically.

5. Confidentiality and Privacy

5.1 The Parties recognise that they will come into possession of information which the other considers to be

confidential, including Personal Information ("Personal Information" means information and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion). Each Party covenants and agrees that it shall not, at any time, disclose to any third party, any confidential information of the other Party without first having obtained the prior written consent of the other Party.

5.2 For the avoidance of doubt, clause 5.1 does not prohibit the disclosure of confidential information which is required by law to be disclosed.

5.3 The provisions of clauses 5.1 and 5.2 are intended to and shall be binding upon the Parties, upon the signing of this MOU, and shall survive the termination of this MOU.

6. Termination

6.1 Either Party may terminate this MOU by written notice to the other Party. A minimum period of thirty (30) days' notice will be required from a Party wishing to terminate the MOU, or such shorter period as the Parties may agree upon in writing.

6.2 A Party may by written notice to the other Party immediately terminate this MOU if required by law, or if a government authority directs, orders or otherwise requires the Party to terminate the MOU.

6.3 The termination of this MOU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

7. Amendments

7.1 The Parties may agree to amend this MOU at any time, by further memoranda in writing executed by the duly authorised Representative(s) of each Party, as set out in the Details.

8. Publicity

8.1 All press releases, advertisements or other announcements relating to this MOU will be made jointly with the written approval of each Party.

8.2 No Party shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of the other Party without first obtaining prior written consent from the other Party.

8.3 The provisions of this clause 8 are intended to and shall be binding upon the Parties, upon the signing of this MOU, and shall survive the termination of this MOU.