



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF WESTERN MACEDONIA (GREECE)

AND

GUIYANG INSTITUTE OF HUMANITIES AND TECHNOLOGY, CHINA This Memorandum of Understanding (hereinafter referred to as "MOU") is made on the __Oct. 18th, 2024____ (hereinafter referred to as "the Effective Date")

BETWEEN

The University of Western Macedonia is a multi-campus university in the region of Western Macedonia, Greece. It was established in Kozani in 2003. In 2019, the University of Western Macedonia merged with the Technological Educational Institute of Western Macedonia The TEI of Western Macedonia was originally established as a higher technical vocational education center. Later (in 1983), when the higher technical vocational education center was replaced by technical educational institutions as part of Greek higher education, the Technological Educational Institute of Kozani was established and later (in 1999) it was renamed as the Technological Educational Institute of Western Macedonia, with 5 colleges and 11 departments in 5 cities of Western Macedonia (the central campus is located in Kozani).

AND

College of Humanities and Sciences of Guizhou Minzu University, was established in 2001, as a full-time undergraduate college approved by Guizhou Provincial People's Government and confirmed by the Ministry of Education, having two campuses and with its address at Huaxi District and University Town (which is located in Guian new district integrated innovation and the demonstration area of ecological civilization), Guiyang City, Guizhou Province, 550025, China (hereinafter referred to as "GYIHT") of the other part.

a) Both Parties now wish to enter into a series of discussions for meaningful collaboration for purposes more particularly set forth herein.

Following the discussions between WMO and GYIHT (hereinafter referred to as "the Parties"), the Parties hereby agree to the following:

1. AREAS OF UNDERSTANDING

- 1.1 The relationship created by this MOU is not intended to be binding in any court of law. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements which include terms relating to ownership of intellectual property, financial arrangements, use of resources, etc.
- 1.2 This MOU is intended to establish a basis upon which WMU and GYIHT may explore areas for cooperation. In this regard, the Parties agreed to the following goals and objectives as part of their collaboration programmes:
 - a. To initiate joint international collaborative research projects;
 - b. To initiate joint talent training programme; Exchange of faculty, researchers and other research and administrative staff;
 - c. To facilitate academic development exchange between the Parties, including mutual visits by faculty members to pursue research, teaching, and to participate in seminars, conferences, workshops, etc;
 - d. To facilitate student mobility where appropriate for the purpose of enhancing students learning experience;
 - e. To facilitate internship by students where appropriate;
 - f. To facilitate WMU graduates and faculty members who meet WMU entry qualifications and English Language requirements to pursue master and doctoral studies at WMU; and
 - g. To initiate joint supervision for master and doctoral programme, if appropriate.

2. DURATION

This MOU shall come into effect upon execution hereof by the Parties hereto and shall continue for a period of three (3) years and may be extended upon mutual agreement thereafter.

3. IMPLEMENTATION & COORDINATION

- 3.1 The implementation of the cooperation under this MOU shall be dealt with by the relevant departments or faculties of both Parties. A separate written agreement shall be entered into by the Parties setting out the detailed arrangements for collaboration which will stipulate the following:
 - a. The scope, timeframe, and objectives of the activity in detail.
 - b. The responsible persons within the particular departments or units that are concluding the agreement. The persons named will be directly responsible for the implementation and oversight of the proposed activity. Changes to the personnel involved may be made at the discretion of the department or unit head, in coordination with the institutional points of contact at WMU and GYIHT named in Clause 3.2 of this MOU; and
 - c. The commitment of resources, if applicable, and the attendant financial obligations of the respective partnering departments. This MOU does not require either Party to support any new financial commitment unless expressly agreed otherwise by the partnering departments or units.
- In order to oversee this MOU and coordinate with the associated departments and separate supplementary agreements, both Parties agree that the institutional points of contact shall be the following:

4. AMENDMENT

The Parties may revise, amend or modify all or any part of this MOU by way of mutual consent in writing which shall come into force on such date to be determined by the Parties,

5. CONFIDENTIALITY

All information and/or data that may be exchanged, acquired and shared in connection with the areas of cooperation between the Parties pursuant to this MOU shall be treated as strictly confidential and shall not under any circumstances be divulged by the receiving Party to any third party without the prior written consent of the disclosing Party unless otherwise the same has already been in the public domain through no action or fault of the receiving Party. This obligation shall continue to bind the Parties hereto notwithstanding the termination of this MOU.

6. RESULTS OF COLLABORATION

Ownership of any research findings, curriculum, content and intellectual property arising from collaborative studies or researches shall be decided upon through mutual agreement of the Parties. Any publication, application, use and others regarding the same shall only be allowed after obtaining the prior written consent of both Parties.

7. THE USAGE OF THE INTELLECTUAL PROPERTY

No Party shall use or assign the intellectual properties of other Party including logo, trademarks, names, product labels, photographs and images and/or others except with the written approval of the other Party in connection with the performance of this MOU.

8. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other for any damages whatsoever including without limitation, direct, indirect, speculative, incidental, special, or consequential damages in connection with the performance under this MOU.

9. GOOD FAITH

In entering into this MOU, the Parties recognise that it is impractical to make provisions for every contingency that may arise in the course of the performances thereof. Accordingly, the Parties hereby declare it to be their intention that this MOU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of any of the Parties. If in the course of this MOU, unfairness to any Party is disclosed or anticipated or any dispute arises, the Parties shall use their best endeavours to agree upon such action as may be necessary and equitable to remove or resolve the cause(s) of the same. If the Parties hereto fail to resolve the disputes or disagreements amicably then the MOU shall be deemed to be terminated forthwith.

10. Costs

No Party shall incur any expenditure on behalf of the other Party. Each Party shall be responsible for its own expenses incurred unless otherwise agreed upon prior to carrying out the activities under this MOU.

11. TERMINATION

Either Party may terminate this MOU for any reason whatsoever by giving to the other Party a written notice of three (3) months. Where such termination occurs, the provisions of this MOU shall continue to apply to on-going programmes or activities until their completion.

12. NOTICE

Any notice required to be given hereunder shall be in writing and shall be delivered by courier service or sent through email to the address stated herein.

LANGUAGE 13.

This MOU is prepared in both the English and Chinese versions. Each version has two copies and each shall be deemed as the original copy. Each party holds a copy of each version and both languages version shall have equal validity.

Electronic Signatures

Each Party agrees that this MOU and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this MOU or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF the Parties hereto have their authorised representatives hereto set their hands the date and year first above mentioned.

Signed by

for and on behalf of the University of Western for and on behalf of Guiyang Institute of

Macedonia

Signed by

Humanities and Technology

Prof. Theodoros Theodoulidis

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President

On behalf of

the Rector Professor Kotopouloi Triantalulle

Vice President

PROF. ZUO DAN