



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
OPEN UNIVERSITY OF CYPRUS
AND THE
MARIA GRZEGORZEWSKA UNIVERSITY**

This **Memorandum of Understanding** (hereinafter the "MoU") is made by and between:

the **Open University of Cyprus** (hereinafter referred to as "the OUC"), address: 33 Yiannou Kranidioti Avenue, 2220 Latsia, Nicosia, Cyprus, VAT No. 90003035P, established in accordance with Law L.234(I)/2002 of the Republic of Cyprus, represented by the Rector of the University, Professor Petros Pashiardis,

and

the **Maria Grzegorzewska University (Akademia Pedagogiki Specjalnej im. Marii Grzegorzewskiej)** (hereinafter referred to as "the APS"), address: ul. Szczęśliwiecka 40, 02-353 Warsaw, Poland, Tax ID: (NIP) 525-00-05-840, Statistical ID: (Region) 000001488, represented by the Rector of the University, dr hab. Barbara Marcinkowska, prof. APS,

which hereafter are to be collectively referred as "the Parties".

in recognition of the importance of internationalisation, cooperation and exchanges in the academic domain, which include teaching and research collaborative programmes as well as mobility exchange opportunities, the two Parties – the Open University of Cyprus and the Maria Grzegorzewska University – have mutually agreed to enter into this Memorandum of Understanding to establish, develop, and enhance their academic and research cooperation, based on the principles of reciprocity and mutual benefit.

Article 1: Objective

The objective of this MoU is to encourage the academic and research cooperation between the Parties, as well as to facilitate student and staff exchanges between them in all common academic fields and activities and among their related faculties and/or schools, all of which may establish a direct relationship under the umbrella of this MoU. The areas of cooperation shall include, subject to mutual consent, any activity or programme of study at either University as considered feasible and desirable on either side in order to foster and develop the cooperative academic relationship between the Parties.

Article 2: Areas of Collaboration

The Parties wish to facilitate academic and research cooperation in one or more of the following areas:

- For fields that are mutually acceptable, the Parties intend to work towards the design and offering of academic programmes at all levels (e.g. joint and/or dual degrees at undergraduate, postgraduate/Master and doctoral level), short educational or training courses, MOOCs, seminars, etc. especially in blended and/or eLearning environments.
- Mutual exchange of expertise and know-how, and collaboration of the two Parties' faculty members, researchers and administrative staff, for agreed upon periods of time for the purposes of teaching and research at both Universities' research centres, laboratories and other administrative units or divisions, as well as exchanges of students and other staff (academic and administrative) in the framework of the Erasmus+ Mobility programme, but not exclusively;
- Joint participation and/or organisation and hosting of workshops, conferences and other scientific or educational activities and other forms of exchange of knowledge by the Parties (for instance, establishment of summer schools in areas of common interest);
- Conducting joint research projects in various fields of mutual interest and benefits. The Parties under this MoU shall jointly seek funding to implement the research and educational projects or activities of this collaboration, either funded by one of the named institutions or funded by both universities, as well as research funded by national, European and international grants and/or private funds. The results of joint research projects will be published to the mutual benefit of both institutions;
- Joint supervision for Master's and Doctoral theses in English language under conditions and agreements;
- Other areas of cooperation as may be agreed between the Parties based on the principles of reciprocity and mutual benefit.

Article 3: Reciprocity and Specific Cooperation Agreements

1. All activities mentioned in Article 2 shall be based on reciprocity and shall be of mutual benefit to both Universities and in accordance with the rules and regulations of each University.
2. Nothing in this MoU shall be construed as creating any legal or financial relationship or commitment between the two Parties.
3. The terms of collaboration and the necessary funding for each programme, project and/or activity shall be mutually negotiated, discussed and agreed upon in writing by both Parties in separate specific cooperation agreements to be formalized and undertaken by means of specific Addenda annexed to this MoU, prior to the initiation of any particular programme, project or activity. Any joint action will be subject to the availability of funds.
4. Besides implementation modalities specifying academic, organizational, technical and financial aspects, specific cooperation agreements shall contain terms relating to intellectual property rights and procedures for publication etc.

Article 4: Liaisons and Review of Collaboration

1. Both Parties will agree upon a Work Programme for the implementation of this MoU. This Work Programme may be changed or amended without the need to amend this general MoU signed by

both Parties. Both Universities agree to undertake periodic evaluation of the work carried out in the framework of this MoU, and revise it, if deemed necessary.

2. There will be one (or more) coordinator(s) designated as liaison persons from each University to set action plans and following up on implementation and evaluation of this MoU, specified in the Work Programme. These coordinators will lead the agreed upon joint activities and will be responsible for facilitating and maintaining communication with the other University for that purpose.

Article 5. Rights in Industrial and Intellectual Property

1. The Parties agree that, except for regulation in a specific agreement set out in addenda, this MoU does not grant any right with regard to the “Industrial and Intellectual Property” of each of University.
2. The specific matters in terms of industrial and intellectual property on works and materials produced jointly by both Universities, in which there is consequently co-ownership, must be agreed in the specific Addenda that the Parties may sign.
3. For the exclusive purposes of the fulfilment of the obligations set out in this MoU, each of the Universities may make use of the trademarks, logotypes, domains and other distinctive signs of the other University, for which it must first be authorised by the other University in writing. On termination of this MoU due to any of the causes set out, both Universities undertake to cease immediately in the use of the contents, trademarks, logotypes and other signs that are the Intellectual or Industrial Property of the other University.

Article 6: Annexes and Changes

Each University has the right to propose annexes and changes to this MoU in written form, to take effect as Both Universities adopt them.

Article 7: Effective Date, Duration, Termination and Advance Notice

7.1. Duration

This MoU shall commence on the later of the two dates of signature of the Parties, this being the date when both Parties have duly accepted the conditions laid down in this MoU. The MoU shall be in force for five (5) years with automatic prolongation for the following five (5) years subject to the right of early termination for convenience pursuant to Article 7.3 below.

7.2 Amendments

Any amendment and/or modification of the MoU will require written approval of both Parties and shall be appended hereto. Amendments will therefore enter into force on the date that is agreed to by both institutions.

7.3. Termination

This MoU may be terminated:

- at any time by mutual written agreement of the Parties;
- by either Party, at any time, for any or no reason, subject to six (6) months prior written notice to the other Party hereto. Said termination will take place without any judicial ruling, and without any compensation being derived between the Parties. Any programme or activity that has already commenced pursuant to specific cooperation agreements executed between the Parties hereto, if executed, shall survive termination of this MoU and be completed to the best of both Parties' abilities pursuant and subject to the terms of the relevant specific cooperation agreement.

Due to non-fulfilment by either Party of its obligations over a period of thirty (30) days from the date of the written notification by the other Party of such non-fulfilment, the notifying Party may unilaterally terminate this MoU. In all cases, the rescission of this MoU must take into account any addenda, projects and commitments arising there from which are outstanding when rescission takes place.

Article 8: Communication

Any notices or communications as contemplated by this MoU, shall be given to the International Relations Units of the two Universities by electronic communication or registered courier (return receipt required).

Article 9: Copies and Language of this MoU to Each Party

This MoU is signed on _____ in two (2) copies in English.

Open University of Cyprus

Maria Grzegorzewska University

Prof. Petros Pashiardis
Rector of the Open University of Cyprus

dr hab. Barbara Marcinkowska, prof. APS
Rector of the Maria Grzegorzewska University