Αριθμός απόφασης: Ι1/ΠΣ48/26-04-2021

# Απόσπασμα Πρακτικών από τη συνεδρίαση του Πρυτανικού Συμβουλίου του Πανεπιστημίου Δυτικής Μακεδονίας με αριθμό 48/26-04-2021

Η συνεδρίαση πραγματοποιήθηκε τη Δευτέρα 26-04-2021 στις 11.00 μέσω τηλεδιάσκεψης μετά την έγγραφη πρόσκληση του Πρύτανη με αριθμού 4876/23-04-2021, η οποία επιδόθηκε στα μέλη του Πρυτανικού Συμβουλίου με ηλεκτρονικό ταχυδρομείο.

Διαπιστώθηκε η νόμιμη απαρτία με την παρουσία όλων των μελών.

Παρόντες		Απόντες	
Θεοδουλίδης Θ.	Πρύτανης		
Σαριαννίδης Ν.	Αντιπρύτανης		
Μαρόπουλος Στ.	Αντιπρύτανης		
Ιορδανίδης Γ.	Αντιπρύτανης		
Σπύρτου Α.	Αντιπρύτανης		
Ελισαίου Α.	Εκπρόσωπος διοικητικού προσωπικού		
Ζανιάς Ε.	Εκπρόσωπος προπτυχιακών φοιτητών		

Πρακτικά τήρησε ο προϊστάμενος της Γραμματείας Συγκλήτου Ε. Μυλωνάς.

## ΘΕΜΑΤΑ ΗΜΕΡΗΣΙΑΣ ΔΙΑΤΑΞΗΣ - Ι. Γενικά θέματα

1. Υπογραφή μνημονίου συνεργασίας με το University of Kentucky

Ο Πρύτανης εισάγει τα μέλη του Πρυτανικού Συμβουλίου στο θέμα αναφέροντας ότι πρόκειται για την υπογραφή μνημονίου συνεργασίας με το University of Kentucky.

Ακολουθεί συζήτηση και το σώμα του Πρυτανικού Συμβουλίου, λαμβάνοντας υπόψη:

- 1. Τις διατάξεις του Π.Δ. 92/2003 (Α' 83/11-04-2003 «Ίδρυση Πανεπιστημίου Δυτικής Μακεδονίας»),
- 2. Το Π.Δ. 72/2013 (Α' 119/28-05-2013 «Μετονομασία Τμήματος, συγχώνευση Τμήματος και ίδρυση-συγκρότηση και ανασυγκρότηση Σχολών στο Πανεπιστήμιο Δυτικής Μακεδονίας»),
- 3. Τις διατάξεις του Κεφαλαίου Γ' (άρθρα 13-22 «ΠΑΝΕΠΙΣΤΗΜΙΟ ΔΥΤΙΚΗΣ ΜΑΚΕΔΟΝΙΑΣ») του Ν. 4610/2019 (Α' 70/07-05-2019 «Συνέργειες Πανεπιστημίων και Τ.Ε.Ι., πρόσβαση στην τριτοβάθμια εκπαίδευση, πειραματικά σχολεία, Γενικά Αρχεία του Κράτους και λοιπές διατάξεις»),
- 4. Την απόφαση με αριθμό 137444/Z1/6-9-2019 του Υπουργού Παιδείας και Θρησκευμάτων (Υ.Ο.Δ.Δ. 709/9-9-2019 «Διορισμός Πρύτανη και Τεσσάρων (4) Αντιπρυτάνεων του Πανεπιστημίου Δυτικής Μακεδονίας»),
- 5. Την παράγραφο 2 του άρθρου 13 και του άρθρου 14 του Ν. 4485/2017 (Α' 114/04-08-2017 «Οργάνωση και λειτουργία της ανώτατης εκπαίδευσης, ρυθμίσεις για την έρευνα και άλλες διατάξεις»),

- 6. Τις πρυτανικές πράξεις του Πανεπιστημίου Δυτικής Μακεδονίας με αριθμό 911/07-10-2019 και 912/07-10-2019 (Β΄ 3814/15-10-2019) για τον καθορισμό σειράς, με την οποία αναπληρώνουν οι Αντιπρυτάνεις τον Πρύτανη, και τον τομέα ευθύνης και επιμέρους αρμοδιοτήτων του κάθε Αντιπρύτανη,
- 7. Τις διατάξεις των ΦΕΚ Β΄ 4770/24-12-2019 («Ανάθεση αρμοδιοτήτων της Συγκλήτου στο Πρυτανικό Συμβούλιο του Πανεπιστημίου Δυτικής Μακεδονίας») και Β΄ 1357/14-04-2020 («Μεταβίβαση πρόσθετων αρμοδιοτήτων της Συγκλήτου στο Πρυτανικό Συμβούλιο του Πανεπιστημίου Δυτικής Μακεδονίας»),
- 8. Την εισήγηση του Τμήματος Δημοσίων και Διεθνών Σχέσεων,

αποφασίζει ομόφωνα την υπογραφή μνημονίου συνεργασίας με το University of Kentucky σύμφωνα με το συνημμένο αρχείο, το οποίο αποτελεί αναπόσπαστο μέρος της παρούσας απόφασης.

#### MEMORANDUM OF UNDERSTANDING

#### **BETWEEN THE**

UNIVERSITY OF KENTUCKY
IN LEXINGTON, KENTUCKY, USA

#### AND THE

#### UNIVERSITY OF WESTERN MACEDONIA

#### IN KOZANI, GREECE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between

the UNIVERSITY OF KENTUCKY, a public institution of higher education in the Commonwealth of Kentucky, with headquarters in Lexington, Kentucky, USA, for its International Center

(hereinafter "UKY")

and

the UNIVERSITY OF WESTERN MACEDONIA, with headquarters in Kozani, Greece, for its

Office of International and Public Relations (hereinafter "UOWM")

either of which may be referred to as "Party" or "Institution," or collectively as "Parties" or "Institutions" throughout.

In recognition of existing relationships and mutual interest in expanded collaboration among faculty, staff and students at UKY and UOWM, and wishing to promote a cooperative relationship through mutual assistance in the areas of education, research, and engagement, the Parties enter into this MOU in order to establish and recognize a formal connection between these institutions, and agree to support and promote this connection for mutual benefit.

#### ARTICLE 1. SCOPE OF COLLABORATION

- 1.1 General Scope. Each institution may offer to the other opportunities for activities and programs, such as teaching, research, exchange of faculty and students, and staff development that will foster a collaborative relationship.
- 1.2 Specific Activities. Specific activities and programs implemented under authority of this MOU shall be subject to availability of funds and the approval of each institution's authorized representatives. The institutions contemplate implementation of programs or activities such as: (a) joint educational, cultural, and research activities; (b) exchange of faculty members and students for research, lectures, and discussions; (c)

participation in seminars and academic meetings; (d) exchange of academic materials, publications, and other information; and (e) special, short-term academic programs.

1.3 Separate Agreements. Prior to initiating any specific activity or program, the parties will negotiate and enter into a separate agreement, signed by each party's authorized signatory, describing the terms of the arrangement, including the budgets. Each party will designate a Liaison Officer to develop and coordinate specific activities or programs, as specified in Article 3.4, "Notices," below.

### ARTICLE 2. EFFECTIVE TERM, RENEWAL AND AMENDMENT

- 2.1. Term. This MOU will take effect upon the date of last signature by the authorized representatives of each Party, and will remain in effect through June 30, 2025, unless terminated early by either Party.
- 2.2. Early Termination. Either Party may terminate this MOU in advance of the agreed upon termination date by providing written notice to the other Party at least 90 days in advance of the intended early termination date. Unless otherwise negotiated and agreed upon, students, faculty, and/or staff of either Party who are engaged in collaborative activities or exchanges at the intended time of early termination will be permitted to complete these activities or exchanges in accordance with the intention and spirit of this MOU.
- 2.3. Renewal. This MOU may be renewed by mutual agreement of the Parties, in writing and signed by the duly authorized representatives of both Parties prior to the agreed upon expiration date, in the form of an addendum to this MOU. All such addenda shall be considered integral parts of this MOU.
- 2.4. Amendment. The terms and conditions stipulated in this MOU may be modified or appended by mutual agreement of the Parties, in writing and signed by the duly authorized representatives of both Parties prior to the agreed upon expiration date, in the form of an amendment to this MOU. All such amendments shall be considered integral parts of this MOU.

## **ARTICLE 3. GENERAL PROVISIONS**

- 3.1. Use of Names. Beyond promoting the activities supported by the terms and conditions of this MOU among its faculty, staff, and students, neither Party shall use the name of the other in any other form of advertising or publicity without express written permission from the other Party. For instances of name use that exceed the terms of this MOU, each Party must seek permission from the other by submitting a draft of the proposed use at least 60 days in advance of the proposed use to the other Party's representative, designated in "Notices" below.
- 3.2. Academic Freedom. The University of Kentucky is committed to preserving and defending the principles and values of academic freedom for their faculty, staff and students. If collaborative activities implemented under the auspices of this MOU are deemed by either Party to infringe upon that Party's standards of academic freedom, academic rigor, or academic integrity, that Party may withdraw from this MOU immediately without penalty.
- 3.3. Research Ethics and Respect of Pre-existing Intellectual Property Rights. The Parties to this MOU are committed to ensuring that faculty, staff and students participating in collaborative activities under the auspices of this MOU adhere to all relevant governing regulations and standards of ethics in the conduct of research, use of data, dissemination of results, and disclosures of conflicts of interest. Unless otherwise agreed to in writing by the Parties, each Party will retain ownership of its Intellectual Property that pre-exists the effective date of this MOU or is developed outside the auspices of this MOU. If collaborative activities implemented under the auspices of this activity are deemed by either Party to compromise that Party's standards of ethics in research or infringe on its pre-existing or independently developed Intellectual Property, that Party may withdraw from the MOU immediately without penalty.
- 3.4. Counterparts. The Parties may sign this MOU in counterparts, all of which together shall constitute the complete MOU. Duplicate or facsimile signatures shall be accepted as originals for all purposes.

- 3.5. Non-discrimination. Eligibility for participation in the collaborative activities developed under the auspices of this MOU will be determined without regard to race, sex, color, religion, sexual orientation, marital status, national origin, age, or beliefs. UKY does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether a person is a smoker or nonsmoker, provided that the person complies with UKY policy concerning smoking.
- 3.6. Protection of Personal Data. The Contracting Parties undertake to process all types of personal data in the implementation of this Memorandum under Regulation's (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on protecting individuals concerning the processing of personal data and the free circulation of this data, the repeal of Directive 95/46 / EC (General Regulation for Data Protection), and Law 4624/2019 (Government Gazette A '137 / 29.8.2019). The parties' respective responsibilities for compliance with the obligations arising from the above provisions will be defined transparently and will be governed by a written agreement between them.
- 3.7. Notices. To be enforceable, all notices and official communications related to this MOU must be in writing, and delivered to the Party's representative named below either by (a) confirmed electronic transmission; (b) certified mail, return receipt requested; or (c) commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. All communications will be sent to the addresses set forth below or to such other address as designated by either Party via written notice to the other:

UKY: Tim Barnes, Executive Director

International Partnerships and Research

University of Kentucky International Center

Room 118 Bradley Hall

545 Rose Street

Lexington, KY 40506

**USA** 

telephone: +1-859-323-7377

email: Tim.Barnes@uky.edu

UOWM: Christina Petaloti, Head

International and Public Relations

University of Western Macedonia

Kila Kozani 50100

GREECE

telephone: + 302461056212

email: cpetaloti@uowm.gr

3.8. Binding Obligations. With the exception of Articles 2 and 3, this MOU is not intended to create any legally binding obligations on either institution but, rather, is intended to facilitate discussions regarding potential areas of cooperation.

3.9. Authorized Signatories. The individuals signing this MOU on a Party's behalf represent that they have the requisite authority and intent to bind that Party to this MOU.

FOR THE UNIVERSITY OF KENTUCKY	FOR THE UNIVERSITY OF WESTERN MACEDONIA	
Susan Roberts, Ph.D.	Theodoros Theodoulidis, Ph.D.	
Associate Provost for Internationalization	Rector	
Date: April 13, 2021	Date:	
Recommended by:	Recommended by:	
Tim Barnes, Executive Director	Christina Petaloti, Head	
International Partnerships & Research	International and Public Relations	
Date: April 13, 2021	Date:	

Στη συνέχεια επειδή δεν υπάρχει άλλο θέμα, λύεται η συνεδρίαση του Πρυτανικού Συμβουλίου και υπογράφεται το πρακτικό ως ακολούθως:

Επικυρώνεται το πρακτικό

Κοζάνη, 26-04-2021

Ο Πρύτανης

Ο γραμματέας της Συγκλήτου

Καθηγητής Θ. Θεοδουλίδης

Ε. Μυλωνάς