



MEMORANDUM OF UNDERSTANDING BETWEEN

ARISTOTLE UNIVERSITY OF THESSALONIKI, GREECE AND

UNIVERSITY OF COLOMBO, SRI LANKA

THIS MEMORANDUM OF UNDERSTANDING (hereinafter sometimes referred to as 'MoU') is made and entered into on this 28th day of August 2023 by and between:

Aristotle University of Thessaloniki, established under the respective laws of Greece having a legal personality of its own, located at University Campus, 54124 Thessaloniki/Greece (hereinafter referred to as "AUTh" which term or expression as herein used shall where the context so requires or admits mean, and include the said University and its successors and assigns) of the ONE PART

AND

The University of Colombo, established under the Universities Act, No. 16 of 1978 (as amended) having its main administrative building located at No 94, Cumaratunga Munidasa Mawatha, Colombo 03 in the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as the "UoC" which term or expression as herein used shall where the context so requires or admits mean and include the said the University of Colombo and its successors and assigns) of the OTHER PART

(hereinafter sometimes jointly referred to as the 'Parties/ Institutions' and singularly as a 'Party/Institution')

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WHEREAS both Parties are distinguished higher education institutions with a long-standing reputation in their respective countries, awarding degrees, which allow the degree holders to have access to the legal profession in their countries;

WHEREAS the Faculty of Law of the AUTh offers an LL.M. in European Business and Economic Law in English medium, which is open to law graduates from other countries;

WHEREAS the Faculty of Law of the AUTh would welcome candidates of the LL.M programme of the UoC;

WHEREAS the UoC is interested in providing education opportunities to its graduates in order to study abroad and enhance their legal knowledge, especially in EU law in an EU country;

WHEREAS the UoC is particularly interested in the subject of Energy Law, which is offered in the curriculum of the aforementioned LL.M. programme of the Faculty of Law of the AUTh;

WHEREAS the UoC intends to offer the subject of Energy Law to its undergraduate and postgraduate students as an elective course under the new curriculum.

WHEREAS the Faculties of Law of the Parties wish to cooperate at undergraduate, postgraduate, doctoral, post-doctoral, and research levels in the field of Energy law and other fields of common interest;

WHEREAS both Parties wish to benefit from the students' and teachers' exchange and mobility programmes of the European Union,

NOW, THEREFORE, the Parties hereto have agreed as follows:

Article 1 Mutual Recognition of Degrees for Academic Purposes

1. The Law Faculties of the Parties recognize the degrees granted by each other at the undergraduate, postgraduate, and doctoral levels as academically equivalent for the purposes of having access to each other's postgraduate, doctoral, and post-doctoral programmes.

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- 2. Such recognition, however, does not give a right to the holder of the respective degree to automatically have access to a legal profession in the other Party's country.
- 3. Graduates from the Faculty of Law of each Party are eligible to enroll in a postgraduate programme, as well as in a Ph.D. or post-doctoral studies program of the Faculty of Law of the other Party.
- 4. One of the main objectives of this MOU is to allow UoC to develop a course/s on "Energy Law and Sustainable Development" which could be tailored to the needs of Sri Lanka and Sri Lanka's market, industry, and jurisdiction.

Article 2 Scholarships for the LL.M. "EU Business and Economic Law"

- 1. The Faculty of Law of the AUTh shall accord two (2) scholarships on a yearly basis to two (2) recipients from Sri Lanka, who fulfill the eligibility and selection criteria for being admitted to its LL.M. in "European Business and Economic Law". The scholarships will be in the form of tuition fee waivers.
- 2. Each year, the UoC may nominate up to two (2) candidates who fulfill the requirements to be admitted to the LL.M. in "European Business and Economic Law".
- 3. The candidates nominated by the Second Party will bear on their own the travel and subsistence expenses as well as other relevant expenses in Thessaloniki for the duration of the LL.M. program, to the exception of the tuition fees, unless they obtain an additional scholarship covering those expenses as well. The Parties shall seek additional scholarships from various sources in their countries in order to cover, totally or partially, the travel and subsistence expenses of the selected candidates who will be admitted to the LL.M. in the "European Business and Economic Law" programme.



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Article 3 Cooperation at the doctoral level

- 1. The Faculties of Law of the Parties shall cooperate in order to set up a joint Ph.D. program under the system of co-tutelle for Ph.D. candidates registered with the UoC.
- 2. The Faculties of Law of both Parties shall seek scholarships from various sources for Ph.D. students from Sri Lanka in order to cover totally or partially their travel and subsistence expenses in Thessaloniki for the duration of the preparation of their Ph.D. or part of it.

Article 4 Teaching "Energy Law" to students in Sri Lanka

- 1. The course "ENERGY LAW AND SUSTAINABLE DEVELOPMENT" of the LL.M. "European Business and Economic Law" will be offered simultaneously as an elective course to the Masters of Laws by coursework programme of the UoC, starting from the spring semester of the academic year 2023-2024.
- 2. The students of the UoC, who will select this course, may follow the selected lectures of this particular course offered under the LL.M. conducted by the Faculty of Law of the AUTh, online.
- 3. In addition, every year, at least one professor from the Faculty of Law of the AUTh will spend at least one (1) week in Sri Lanka, in order to teach this course to the students of the UoC.
- 4. However, the UoC is exclusively responsible to determine the syllabus of the course as a course of its own curriculum. To this effect, the UoC will take into consideration the syllabus of the course offered by the LL.M. "European Business and Economic Law".
- 5. The UoC reserves the right to add lectures for the course that will be delivered in Sri Lanka by local teachers or experts in person, in addition to or in replacement of the lectures conducted for the course by the teachers of the First Party.
- 6. The UoC shall not be under the obligation to pay any remuneration or provide accommodation to the professors of the AUTh visiting Sri Lanka for the purposes of teaching and research. However, the Parties



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may seek financing of the above costs from any appropriate source, including sponsoring from a source acceptable to both Parties.

Article 5 Erasmus+ International

AUTh will apply to *Erasmus+International* in order to finance the exchange of teachers and students between the Parties.

Article 6 Academic Cooperation

By entering into this MoU, the Faculties of Law of both Parties wish to establish long-lasting academic cooperation between them for the benefit of their students and their teachers, of the countries. The actions heretofore mentioned shall be carried out in furtherance of the said objective. The Faculties of Law of both Parties may undertake any other common activities that deem appropriate, including but not limited to exchanging professors and staff, conducting research, and other visits for purposes related to the present MoU.

Article 7 Miscellaneous

- 1. This MoU will have no legal effects in any manner in the performance of the mutual responsibilities and any breach should not create any liability to the parties.
- 2. If any dispute or difference whatsoever arises between the Parties concerning matters relating to this MOU or any provision thereof, the Parties herein shall use their best endeavors to resolve the dispute or difference amicably. The Parties hereto agree that they will endeavor to settle in good faith any dispute, controversy or claim arising out of or relating to this MOU.
- 3. This MoU will take effect on the date of last signature by the representatives of both institutions. It will be valid for five (05) years from the last date of signature in the first instance and may be renewed for a further period by mutual written consent. This MoU may be terminated by either party giving three months' notice in writing to the other party of its desire to terminate the agreement.



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- 4. The termination of this MoU shall not affect the implementation of the projects or programmes established prior to such termination and shall be governed by special written instruments.
- 5. This Memorandum of Understanding may be amended by mutual written consent of the Parties.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this MoU in duplicate in the English language, both texts being equally authentic.

For and on behalf of the **Aristotle University of Thessaloniki**

For and on behalf of the University of Colombo

Prof. Dimitrios Koveos

Rector of Aristotle University of

Thessaloniki Greece

Thessaloniki, 28 August 2023

Senior Prof. H. D. Karunaratne

Vice Chancellor University of Colombo, Sri Lanka

Colombo, 28 August 2023

Vice Chancellor University of Colombo