

RESEARCH COLLABORATION AGREEMENT

BETWEEN, ON THE ONE HAND,

Ankara University, a public university situated at De Gaulle Avenue 06560 - Beşevler – Yenimahalle Ankara (Turkey), represented by its Rector, Prof. Dr. Necdet ÜNÜVAR,

hereinafter referred to as the "**Partner University**",

AND, ON THE OTHER HAND,

The University of Bordeaux, a public scientific, cultural and professional establishment, registered with Insee under Siret No. 13001835100010 and APE code 8542Z, situated at 35 place Pey-Berland - 33000 Bordeaux (France), represented by its President, Mr Manuel TUNON DE LARA,

hereinafter referred to as "**UBx**",

The French national centre for scientific research, a public scientific and technical establishment, registered with Insee under Siret No. 18008901302458 and APE code 7219Z, situated at 3 rue Michel-Ange - 75794 Paris CEDEX 16 (France), represented by its Chairman, Mr Antoine PETIT, who has delegated his power of signature to the Regional delegate for Aquitaine, Mr Younis HERMES,

hereinafter referred to as the "**CNRS**",

The Polytechnical Institute of Bordeaux, a public scientific, cultural and professional establishment, registered with Insee under Siret No. 13000635600013 and APE code 8542Z, situated at 1 avenue du Docteur Albert Schweitzer – 33402 Talence CEDEX (France), represented by its Managing director, Mr Marc PHALIPPOU,

hereinafter referred to as "**Bordeaux INP**",

UBx, the CNRS and Bordeaux INP being referred to as the "**Establishments**",

The Establishments acting jointly on the name and for the account of the joint research unit "Institute of Molecular Sciences" (ISM – UMR 5855), headed by Mr Eric FOUQUET,

Hereinafter referred to as the "**Laboratory**",

Under the strengthened partnership between UBx and the CNRS, signed on November 14th, 2014, UBx has received mandate from CNRS to prepare, negotiate and sign on its behalf and for its account research contracts relating to the Laboratory.

AU and the Establishment are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**".

INTRODUCTION

The Partner University has proven expertise in the field of organic chemistry.

The Establishments, through the Laboratory, have experience and proven expertise in the field of organic and physical chemistry; in particular the creation, synthesis, characterisation, reactivity and analysis of molecular structures in various environments.

The Parties have decided to conduct a study or several studies on the following subject: "An Electrochemical Pathway to Isocyanates, Urethanes and Polyurethanes". For this collaboration, a researcher from the Partner University is allowed in the premises of the Laboratory.

THE PARTIES HAVE AGREED TO THE FOLLOWING:

ARTICLE 1 DEFINITIONS

In this contract, the following terms written with a capital letter have the following meanings, in both singular and plural forms:

Confidential Information: all information and data, in any form and of any type whatsoever, including, in particular, all written and printed documents, all samples and models, and any knowledge that may or may not be protected by copyright, concerning the activities of the Parties, as well as Know-how and Proprietary Knowledge, communicated under this Contract by one or more Parties.

Contract: this contract, agreed by the Parties, as well as its annexes.

Know-how: all non-patented, tested, practical information concerning the Study, resulting from the experiment, that is:

- confidential, i.e. not generally known or easily accessible;
- substantive, i.e. important and useful for conducting the Study and/or exploiting the Results;
- identified, i.e. in sufficient detail to make it possible to verify that it meets the conditions for confidentiality and substantiveness;
- transmissible, i.e. transferable by contract or any other means.

Proprietary Knowledge: any improvement in Know-how achieved during the Study and all knowledge held by the Parties, particularly patents, patent applications, Know-how, software, brands and data, on the date the Contract is signed, or that one of the Parties develops or acquires during the contract period but outside the scope of this Contract.

Results: all knowledge and results produced by the Study, i.e. all elements resulting from this Contract at any time whatsoever, whether or not they are protected by intellectual property rights or entitled to such protection, with the exception of Proprietary Knowledge.

Study: means the research programs described in Annex 1.

ARTICLE 2 PURPOSE

The purpose of this Contract is to define:

- the conditions under which the Parties will conduct the Study;
- the rules for allocating industrial property of the Results developed in the context of the Study, as well as the conditions for exploiting the Results;
- reception conditions of Partner University' staff in the premises of the Establishments.

ARTICLE 3 TERMS OF PERFORMANCE

3.1 Lead scientists

The Lead Scientists in charge of supervising the Study are:

Representing the Establishments

- Mr Yannick LANDAIS, University professor

Representing the Partner University

- Mrs Gülbin KURTAY, Senior lecturer

The lead Scientist of the Partner University (hereinafter referred to as the "**Guest Researcher**") is hosted in the Laboratory under the terms of Article 3.5 below.

3.2 Conducting the Study

The Parties are jointly responsible for conducting the Study. The Guest Researcher will have access to company and Laboratory resources to conduct the Study.

3.3 Premises

The Study will be conducted exclusively in the premises of the Laboratory at the following address:

Institut des Sciences Moléculaires (ISM – UMR 5855)
University of Bordeaux - Site de Talence - Bâtiment A12
351 cours de la Libération
33405 Talence CEDEX
France

3.4 Material resources

The conduct of the Study taking place only within the premises of the Laboratory, all material available for the Study is and remain the property of the Establishments.

3.5 Reception condition

The Guest Researcher is hosted in the premises of the Laboratory for the entire duration of the Study.

During her stay in the Laboratory, the Guest Researcher will be governed by the rules of the Laboratory and shall comply with the hygiene and safety of the Laboratory.

The Guest Researcher must follow the instructions on the use of equipment and facilities such as, but not limited to, operating instructions, schedules, risks and specific protections.

In any event, the Guest Researcher remains under the hierarchical and disciplinary authority of the Partner University, which also remains responsible for insurance and social security coverage.

The Guest Researcher otherwise remains sole guardian of personal effects that would be stored within the premises of the Establishments to which she can access for the needs of the Study.

ARTICLE 4 CONDUCTING AND SUPERVISING THE RESEARCH

In addition, the Partner University and/or the Establishments will inform each other without delay of any difficulties encountered in conducting the Study.

The Parties may agree to modify and/or refocus certain work conducted in the context of the Study by mutual agreement. Any modifications will be described in additional clause, drafted and signed beforehand by authorised representatives of the Parties.

ARTICLE 5 FINANCIAL TERMS

This Contract does not provide for financial arrangements between the Parties.

Environmental cost of Guest Researcher will be borne by the Establishments.

ARTICLE 6 CONFIDENTIALITY

6.1 Insofar as they are authorised to do so, each of the Parties will transmit to the other Party only the Confidential Information considered necessary to pursue the objectives of the Study.

6.2 The Parties agree that any Confidential Information transmitted to them:

- will be protected, kept strictly confidential and treated with the same care and protection as their own Confidential Information;
- will only be communicated internally to members of their staff or subcontractors on a need-to-know basis and solely for the purposes of the Study;
- will not be used for any purpose other than those defined by the Contract;
- will not be copied, reproduced or duplicated without the specific, written authorisation of the originating Party.

6.3 All Confidential Information, and copies thereof, handed over by a Party must be returned to the latter within eight (8) days from being requested to do so.

6.4 The Parties will not be under any obligation or subject to any restriction with regard to any Confidential Information, provided they can prove that:

- it was already in the public domain prior to disclosure or released afterwards by a third party in good faith;
- it was already known to them, as demonstrated by the existence of relevant documents in their files;
- it was received from a third party who was authorised to disclose it legally, without restriction or breach of the Contract;
- it was the result of internal developments, undertaken in good faith by members of staff who did not have access to this Confidential Information;
- its use or disclosure was authorised beforehand in writing by the originating Party;
- its disclosure was required by law or court ruling.

6.5 The communication of Confidential Information under the Contract does not confer any rights whatsoever on the Party that receives it, including but not restricted to: property rights, usage rights, assignment rights.

6.6 Notwithstanding the termination or expiry of the Contract, the commitments made under article 6 will remain enforceable throughout the Contract term and for two (2) years afterwards.

ARTICLE 7 PUBLICATION AND COMMUNICATION OF THE RESULTS

7.1 In compliance with the provisions of article 6, any intended publication, oral or written communication, by any means, on any medium or in any form whatsoever by one of the Parties, concerning the Study, the Results or including Confidential Information from the other Party, during the Contract term and for two (2) years after it expires or is terminated, is subject to the prior written consent of the Establishments and/or the Partner University, who will inform the requesting Party of their decision within a maximum of one (1) month from the date of the request. If no answer is received by this date, tacit consent shall be assumed.

7.2 Consequently, all intended publications or communications will be subject to the approval of the Partner University and/or the Establishments, who may modify or delete certain information if its disclosure is likely to be prejudicial to the industrial and commercial exploitation of the Results.

However, such modifications or deletions must not be prejudicial to the scientific value of the publication.

7.3 Furthermore, the Partner University and/or the Establishments may delay the publication or communication for a maximum period of eighteen (18) months from the date of the request, if certain information in the publication or communication is entitled to protection under industrial property legislation.

7.4 The Parties agree to mention the respective contributions of each of the Parties in any publication or communication concerning the Study.

The use of the names and logos of the Parties in commercial promotions or advertising is subject to their consent.

7.5 However, the provisions of this article may not impede:

- the obligation of every person participating in the Study to submit a confidential annual report to the organisation they work for, provided that this communication does not constitute a disclosure under the law on industrial property;
- thesis defence by researchers whose scientific activity is related to the purpose of the Contract, provided that the proceedings are closed if necessary, to guarantee the confidentiality of certain Results while complying with applicable university regulations.

ARTICLE 8 INTELLECTUAL PROPERTY

8.1 Ownership of Proprietary Knowledge and Results

8.1.1 Proprietary Knowledge

The Parties retain full ownership of their Proprietary Knowledge, even if that Proprietary Knowledge was used in the context of the Study and/or integrated in the Results.

The other Party do not have any right to the intellectual property rights or the corresponding Know-how, unless explicitly agreed otherwise by the Establishments and/or the Partner University.

8.1.2 Principle of ownership of the Results

The Results developed in the Study by the Guest Researcher, with or without the participation of Establishment's staff (hereinafter referred to as the "**Joint Results**"), will be owned jointly by the Parties, (hereinafter referred to as the "**Joint Owners**"), subject to copyright.

The share of each Party in the joint ownership will be defined according to the intellectual, human, material and financial contributions of each of the Parties.

The Results developed in the Study without the participation of the Guest Researcher (hereinafter referred to as the "**Own Results**") are the property of the Establishments only.

8.2 Protecting the Results

8.2.1 Protecting the Own Results

The Establishments decide alone the protection modalities of their Own Results.

8.2.2 Protecting the Joint Results

The Joint Owners of the Results will decide whether a patent should be filed jointly to protect them.

Any new, jointly-owned patent will be subject to joint-ownership rules, to be established by the Joint Owners as necessary and, in any case, before any industrial and/or commercial exploitation of the Results.

The Joint Owners of new patents will appoint one of the Parties to complete the formalities necessary to file and maintain them. It is already understood between the Parties that one of the Parties will be the manager of intellectual property in accordance with their agreements between themselves.

The expenses involved in filing, obtaining and maintaining new, jointly-owned patents will be paid by the Joint Owners according to their respective share in ownership.

If one of the Joint Owners decides not to file, complete the issuing procedure, or maintain one or more national patents in France or abroad, that Party shall notify the other Joint Owners in due time, by registered letter with acknowledgement of receipt, so that they can file the patent solely in their name and pursue the issuing procedure and maintenance at their sole expenses and for their own benefit. The Joint Owner who has withdrawn agrees to sign all documents necessary to enable the other Parties to become sole owners of the new patent(s) concerned, for the country or countries concerned, or ensure that they are signed.

A Joint Owner will be considered to have withdrawn from filing, continuing the issuing procedure or maintaining a patent if no response is received from them within sixty (60) days after the other Joint Owners request a decision on this point by registered letter with acknowledgement of receipt.

In addition, under the terms of Joint-Ownership, the Parties agree that:

- the names of the inventors shall be cited in patent requests filed by one of the Parties (unless they object to this in writing), pursuant to applicable legal provisions;
- their personnel, cited as inventors, shall give all signatures and complete all formalities necessary to file, maintain and defend the patents concerned.

ARTICLE 9 GUIDELINES FOR USE AND EXPLOITATION

9.1 Use and exploitation of Proprietary Knowledge

The Parties are free to use their Proprietary Knowledge as they see fit.

For the purposes of conducting the Study and to this end only, each of the Parties may use the Proprietary Knowledge of the other Party free of charge. This Proprietary Knowledge will be communicated by the holder on the express request of the other Parties and must be treated as Confidential Information, as stipulated in article 6 of the Contract.

Each of the Parties agrees during the duration of the Contract and the following twelve (12) months to grant the other Party licenses to their Proprietary Knowledge, as required for the valorisation and exploitation of the Results and/or new patents, under normal commercial conditions for the application sector concerned, on their express request and subject to third-party rights.

9.2 Use and exploitation of the Results

9.2.1 Right to use the Results for research and teaching purposes

The Parties may use the Results of the Study freely and free of charge for their own research (including collaborative research with third parties) and teaching needs, subject to the provisions in article 6 above.

When a Party wishes to use the Results of another Party under research collaboration with third parties, it shall inform in advance said Party.

9.2.2 Exploitation of the Results

9.2.2.1 Exploitation of the Own Results

The Establishments are free to exploit their Own Results as they wish according to the rules acting between them.

9.2.2.2 Exploitation of the Joint Results

The Joint Owners will specify the terms for exploiting the Results in a valorisation agreement or in the joint-ownership rules for new patents under joint ownership, as mentioned in article 8.2 above.

It is agreed by the Joint Owners that any direct and/or indirect exploitation of the Results for industrial and/or commercial purposes by one of the Parties will give rise to financial compensation for the other Party, on terms and conditions to be defined at a later date in the aforementioned valorisation or joint-ownership Agreement.

ARTICLE 10 TERM

The Contract comes into force on June 1st, 2021 for a period of twelve (12) months.

It shall not be renewed by tacit consent. The Contract may be extended by an additional clause drafted beforehand and signed by duly appointed representatives of the Parties, specifying in particular its purpose, duration and funding arrangements.

However, the provisions of articles 6, 7, 8, and 9 will remain into force, even after the expiry or termination of the Contract:

- articles 6 and 7 for the duration indicated in those articles;
- articles 8 and 9 for the duration of the rights concerned.

ARTICLE 11 LIABILITY/ INSURANCE

11.1 Injury to personnel

11.1.1 The personnel of each of the Parties involved in work under the Contract will retain their previous status, irrespective of their workplace. Nevertheless, all personnel shall comply with the Laboratory personnel regulations policies while they are present on its premises.

Each of the Parties will continue to fulfil all their social and fiscal obligations towards the personnel on their payroll and retain all administrative and management prerogatives in their regard.

Each Party is responsible for covering its own personnel under applicable legislation on social security, accidents at work and occupational diseases, as well as completing all the legal formalities required according to their specific status.

12.5 Tolerance

No tolerance granted by one of the Parties with regard to the performance of the Contract, irrespective of its duration, shall be considered to constitute a waiver of that Party's rights. This tolerance does not dispense the other Parties from fulfilling any future obligation(s) resulting from the Contract.

ARTICLE 13 TERMINATION

13.1 The Contract may be automatically terminated by one of the Parties if another Party has failed to fulfil one or more of the obligations stipulated in these clauses.

Termination will come into effect one (1) month after the Party wishing to terminate sends a registered letter with acknowledgement of receipt, explaining the grounds for the complaint, unless the defaulting Party fulfils the contractual obligations within that period or provides proof within that time that they have been prevented from fulfilling the obligations by Force Majeure.

Exercising this termination option does not dispense the defaulting Party from fulfilling the contractual obligations until the date the termination takes effect and subject to any possible damage suffered by the complaining Party due to termination of the Contract.

13.2 On expiry or termination of this Contract, the Parties agree to return all documents and material that the other Parties may have made available to them, within one (1) month after the aforementioned expiry or termination, without any right to copy or reproduce the aforementioned items.

13.3 The Parties may agree to early termination of the Contract at any time. In that case, they will determine the conditions for terminating the Study by mutual agreement.

ARTICLE 14 FORCE MAJEURE AND UNFORESEEABLE CIRCUMSTANCES

The Parties cannot be held liable for the breach of any of their obligations under the Contract resulting from a case of Force Majeure or Act of God subject, however, that the Party invoking Force Majeure notifies the other Party as soon as possible, does its best to minimise the consequences and, finally, resumes performance of the Contract as soon as the case no longer applies.

If the case of Force Majeure or Act of God persists for one (1) month and unless the Parties decide unanimously to the contrary, the Contract may be terminated automatically, without compensation on either side, by any of the Parties simply giving notice to the other Parties.

ARTICLE 15 APPLICABLE LAW - DISPUTES

This Contract is governed by French law.

In case of a dispute between the Parties concerning the existence, validity, interpretation, performance, or breach of this Contract, the Parties agree to meet and use every means to settle the dispute.

If they fail to reach an agreement within sixty (60) calendar days from the start of negotiations, they will consider them to have failed. Proof that negotiations have started can only be provided by the minutes of a meeting, drafted in three (3) copies, duly signed by the representatives of the Parties.

In case of failure of the negotiations, the dispute will be settled by the French Courts with the relevant jurisdiction.

Ref. UBx: UB21-007

Signed in three (3) original copies.

Representing UBx
Mr Manuel TUNON DE LARA
President
Done in Bordeaux, on **15 MARS 2021**

Representing the Partner University
Prof. Dr. Necdet ÜNÜVAR
Rector
Done in Ankara, on **February 5th, 2021**








Representing Bordeaux INP
Mr Marc PHALIPPOU
Managing director
Done in Talence, on
26 MARS 2021





Signature representing the Guest Researcher
Dr. Gülbün KURTAY

05/02/2021

TECHNICAL ANNEX