

**Memorandum of Understanding  
in Support of International Food Biosafety and  
Biotechnology Research and Extension Center  
at Hacettepe University**

**THE PARTIES**

**Article 1.** This Memorandum of Understanding (the "Agreement") is entered into as of the last date set forth below (the "Effective Date") between Michigan State University, an institute of higher education located in East Lansing, Michigan, United States of America ("MSU") and Hacettepe University, an institute of higher education located in Ankara, Turkey ("HU"). MSU and HU may each be referred to as a "Party" and collectively as the "Parties".

**PURPOSE**

**Article 2.** That collaboration has led to this Agreement, which the Parties enter into in support of the International Food Biosafety and Biotechnology Research and Extension Center at HU (the "Center"). The purpose of this Agreement is to facilitate the collaboration of MSU and HU in connection with the development of the Center under the current HUNITEK (Hacettepe University Applied Technologies Application and Research Center).

**ADRESSESS, IMPLEMENTATION AND NOTICE PARTIES**

**Article 3.** Each party shall designate a person or office to serve as liaison for implementing this Agreement and for receiving notices pursuant to this Agreement.

**HU representative:**

Name: Remziye Yilmaz, Ph.D.  
Title: Associate Professor  
Department: Food Engineering  
Address: Beytepe Campus, 06800, Ankara, Turkey  
Telephone No.: +903122977106  
Email: remziye@hacettepe.edu.tr

**MSU representative:**

Name: Sean Lawrie, J.D.  
Title: Global Relations Specialist  
Department: Center for Global Connections in Food, Agriculture & Natural Resources  
Address: Justin S. Morrill Hall of Agriculture, 446 West Circle Drive, Room 409, East Lansing, MI 48824  
Telephone No.: + 517-884-7069  
Fax No.: + 517-353-1888  
Email: lawriese@msu.edu

## **REPRESENTATIVE-ADDRESS CHANGE AND NOTICE**

**Article 4.** The parties have accepted the representatives and addresses mentioned in Article 3 as the notification address. The parties must notify the other party in writing within 30 days if the address of their representative or notification is changed. Otherwise, the notification made by the representative and the address shall be deemed valid.

The parties may notify each other by other means such as postal mail, fax or e-mail provided that written notice is given later.

## **SUBJECT AND AIM OF THE CENTER**

**Article 5.** The Center aims to improve livelihoods by bringing the vast knowledge and resources of HU and MSU directly to individuals, communities and businesses. The Center will create, test, and enable the scaling of effective solutions and evidence-based approaches to a defined set of future critical global trends impacting food biosafety and biotechnology. The Center will include three main research groups: (1) food crop biotechnology; (2) food microbial biotechnology research; and (3) food biosafety training and communication.

The Center's overall goal is to create a multidisciplinary network that shares knowledge, promotes learning, and builds mutual capacity in the area of food biotechnology and biosafety innovation. This will be done by sharing and disseminating scientific knowledge to Turkey, Balkan, Middle East, Caucasus and EU regions. Additionally, a key component of the Center will be the Biosafety Training and Communication Office, which will play a vital role in achieving global food sustainability and development.

## **LOCATION AND ACTIVITIES OF CENTER**

**Article 6.** HU has the necessary infrastructure to house the Center under its HUNITEK. However, it is anticipated that there will eventually be an expansion of existing laboratory facilities and the addition of essential laboratory equipment as the Center scales up. The Parties anticipate that the majority of center activities will take place at HU; however, some work may be carried out at MSU facilities by MSU faculty and staff who are associated with the Center.

## **ORGANIZATION OF COLLABORATIVE STUDIES**

**Article 7.** The highest governing body of the Center is the Joint Scientific Management Committee (hereinafter referred to as the JMC).

- a) The JMC shall consist of 4 members from HU (one of those is head of HUNITEK, one of those is HU representative person) and 3 members from MSU.
- b) Members of the JMC shall serve without salary.
- c) The JMC shall exercise the following powers:
  - i. to formulate strategic plans and approve annual work plans; and
  - ii. to review and ratify the annual scientific projects of the Center and supervise its implementation.
- d) There shall be one Coordinator and one Deputy Coordinator of the JMC. The Coordinator shall be appointed by the representatives of HU on the JMC. The Deputy Coordinator shall be appointed by Coordinator from MSU. The Coordinator, or the Deputy Coordinator in the absence of the Coordinator, shall exercise the following powers:
  - i. to convene and preside over the JMC meeting;

- ii. to inspect the implementation of the resolutions made by the JMC; and
  - iii. other powers as may be granted by the JMC.
- e) The JMC shall hold at least one regular meeting per year.
- f) Votes at a JMC meeting shall be counted on a one-vote-per-member basis. Decisions of the JMC shall be deemed valid when passed by a majority of members voting at a meeting in which the number of the attending members constitute a quorum, provided that at least one member of each Party votes in agreement with the decision.
- g) A meeting of the JMC can be conducted in person, by telecommunication conference and/or telephone conference, or in a combination of the foregoing. The Coordinator shall notify members of the date, location and topic of the meeting 60 days in advance. In addition to regular meetings, an extraordinary meeting of the JMC may be called by the request of at least half the members. The written notice of the JMC of an extraordinary meeting shall be given at least 30 days in advance. However, even if the notice of a meeting is given fewer than 30 days in advance, the meeting shall be deemed valid so long as it is attended by all the members of the JMC. The expenses associated with meetings of the JMC, including food, accommodation and travel will be borne by the Parties respectively.
- h) The Coordinator of the JMC shall preside over the meetings of the JMC, unless unable to do so, in which case the duties will be undertaken by the Deputy Coordinator.
- i) The Coordinator should submit the minutes of the JMC meeting in both Turkish and English to committee members within two weeks after the conclusion of the meeting and keep the record in the archives.
- j) The meetings of the JMC shall be held in English.
- k) The Quorum for meetings of the JMC shall be 5 members (inclusive), present in person, by proxy or by video conferencing or conference call. The meetings of the JMC with the quorum shall be deemed as valid.
- l) Any postponement or relocation of meetings of the JMC shall be approved by 5 members (inclusive); and all members shall be informed in writing of such postponement or relocation.

#### **LIABILITIES OF THE PARTIES**

**Article 8.** HU will provide seed funding and financially support the Center's activities for not less than two years after the Effective Date. MSU has no obligation to provide funding for the Center. The Parties agree that they will collaborate on submitting funding proposals to third parties to secure funding for the Center in amounts sufficient to sustain it beyond HU's seed funding.

The Parties will cooperate on the design and submission of proposals and projects that will be conducted by or through the Center. MSU will assist HU with proposal development and Center activities including, but not limited to, knowledge sharing, technical assistance, training programs, collaborative research, joint publications, workshops and other convening platforms. The funding will be under the responsibility of the HU and sufficient to adequately support all Center activities including, but not limited to, overhead, equipment, fees, honoraria and travel related expenses.

#### **INTELLECTUAL PROPERTY RIGHTS**

##### **Article 9.**

- a. MSU's resource materials, software programs, hardware, or copyrighted materials owned by MSU are the sole property of MSU. All graphics, notes, instructions, designs, data, processes, records, drawings, illustrations, reports, copyrightable works, or other ideas or work product developed or

- conceived by MSU, its faculty, employees, or agents in connection with the work performed by MSU in connection with the Center shall be and remain the sole property of MSU.
- b. HU's resource materials, software programs, hardware, or copyrighted materials owned by HU are the sole property of HU. All graphics, notes, instructions, designs, data, processes, records, drawings, illustrations, reports, copyrightable works, or other ideas or work product developed or conceived by HU, its faculty, employees, or agents in connection with the work performed by HU in connection with the Center shall be and remain the sole property of HU.
  - c. Subject to applicable funding or sponsored research agreements:
    - i. Intellectual property that results from research carried on by, or under the direction of any employee of MSU who is supported by MSU funds or funds controlled or administered by MSU shall be assigned to MSU pursuant to its policies;
    - ii. Intellectual property developed by HU employees shall be assigned to HU pursuant to its policies;
    - iii. Intellectual property jointly developed by both MSU and HU employees shall be jointly owned.

## **PUBLICATION RIGHTS**

**Article 10.** The Parties shall make a good faith effort to reach an agreement on publication of the results of collaborative research; however, if the Parties are unable to reach agreement regarding the publication of results, the Party intending to publish (with the other party name and addresses) may do so upon not less than sixty (60) days' notice to the other party.

## **CONFIDENTIALITY**

**Article 11.** HU and MSU will protect confidential information in its custody or under its control by taking reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal that each Party would take in securing its own confidential information.

"Confidential Information" means all information and data, including, without limitation, all business, planning, performance, financial, product, trade secret, technical, contractual, employee, supplier and customer information and data, disclosed orally, in writing or electronically, by either Party (the "Disclosing Party") to the other (the "Receiving Party") hereunder, if it is marked confidential, or stated in writing to be confidential.

Confidential information shall not include information which

- a) is generally known or in the public domain at the time of disclosure;
- b) was in the Receiving Party's possession before receipt from the "Disclosing Party"; however, they have to inform that the information is confidential.
- c) though originally confidential information, subsequently becomes a matter of public knowledge through no fault of the Receiving Party, as of the date of its becoming part of the public knowledge or is rightfully received by the Receiving Party without obligations of confidence from a third party who is free to disclose the information.

The Receiving Party shall maintain the confidentiality of all confidential information disclosed to it, unless otherwise required by law, regulation or applicable court order, and shall take all reasonably necessary precautions against unauthorized disclosure of the confidential information to non-parties to this agreement. Upon the request of the Disclosing Party, and in any event upon the termination or expiration of this agreement, the Receiving Party shall immediately return to the Disclosing Party all materials, including all

copies in whatever form, containing any Confidential Information which are in the Receiving Party's possession or under its control.

#### **EXPORT CONTROL**

**Article 12.** The Parties agree to comply with applicable laws, rules and regulations, including, but not limited, to, export control, trade sanctions, and foreign corrupt practices act(s).

#### **TERM, TERMINATION AND DISPUTE RESOLUTION**

**Article 13.** This Agreement will remain in effect for a term of five (5) years from the Effective Date. This agreement may be terminated before its expiration date by either party for any reason by providing notification to the other party not less than one hundred and eighty (180) days in advance of the termination date. Either party may terminate this agreement if the other party breaches the Agreement and fails to cure such breach within thirty (30) days following receipt of notice of the breach. In the unlikely event that there is a dispute between the Parties as to the interpretation or implementation of this Agreement or activities relating to the Center, the matter shall be referred without delay to the named representatives who shall work together in good faith to resolve the dispute.

#### **MISCELLANEOUS**

##### **Article 14.**

- a) **Non-Waiver.** No delay by or omission of any Party in exercising any right, power, privilege, or remedy shall impair such right, power, privilege, or remedy or be construed as a waiver thereof.
- b) **Remedies.** The rights and remedies provided in this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.
- c) **Independent Contractors.** This Agreement does not create a partnership, joint venture, or other similar relationship between the Parties. The Parties are to be deemed independent contractors. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, or make any warranty or representation, as to any matter. Neither Party shall be bound by the acts or conduct of the other.
- d) **Third Party Beneficiaries.** Nothing in this Agreement shall be construed as creating or giving rise to any rights in third parties or persons other than the named Parties to this Agreement.
- e) **Non-Discrimination.** Both Parties subscribe to a policy of equal opportunity, non-discrimination and affirmative action. The Parties' programs, activities, and facilities are available to all without regard to age, color, gender, gender identity, disability status, height, marital status, national origin, political persuasion, race, religion, sexual orientation, veteran status, or weight.
- f) **Use of Name.** Neither Party shall use the name, tradename or trademark of the other Party in a press release, advertising, publicity or promotional activity without the prior written consent of the other Party. Parties could be used their name for their collaborative studies.
- g) **Severability.** In the event that any section or any part of a section of this Agreement should be declared void, invalid, or unenforceable by any court of law, for any reason, such a determination

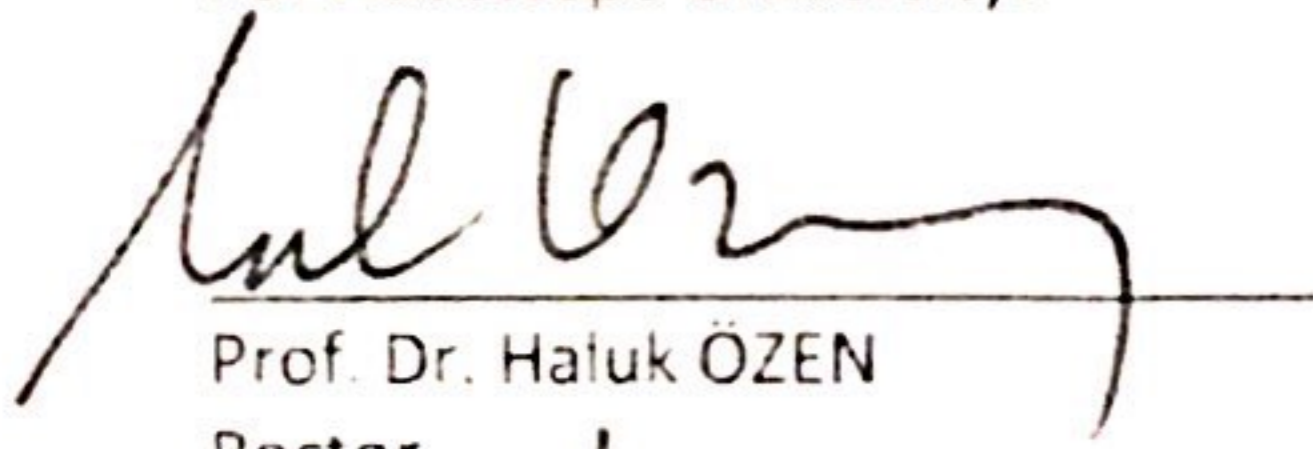
shall not render void, invalid, or unenforceable any other section or any part of any other section of this Agreement and the remainder of this Agreement shall remain in full force and effect.

- h) Headings. Headings and titles of parts and sections are for convenience only and have no interpretative significance.
- i) Assignment. This Agreement may not be assigned by either Party without the other Party's prior, express written consent.
- j) Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and signed by both Parties.
- k) Integration; Counterparts; Signatures. This Agreement constitutes the entire agreement of the Parties, supersede all prior discussions, negotiations and understandings verbal and written, if any, and may only be amended or modified by a written agreement signed by both Parties. This Agreement may be signed in multiple identical copies, each of which shall be deemed to be an original copy, and each facsimile or electronic copy shall constitute a legally binding, enforceable document.

**EFFECTIVE DATE**

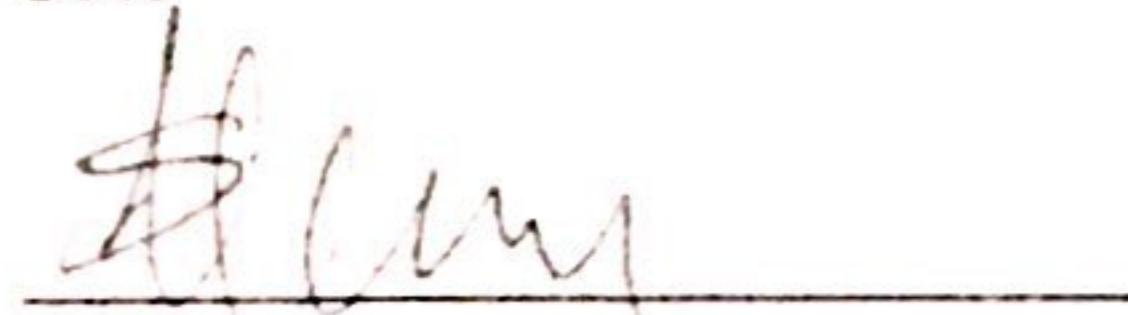
**Article 15.** A work consisting of 15 articles and it is obtained that three (3) original signed copies. it will enter into force on the date it is signed.

For Hacettepe University:



Prof. Dr. Haluk ÖZEN  
Rector

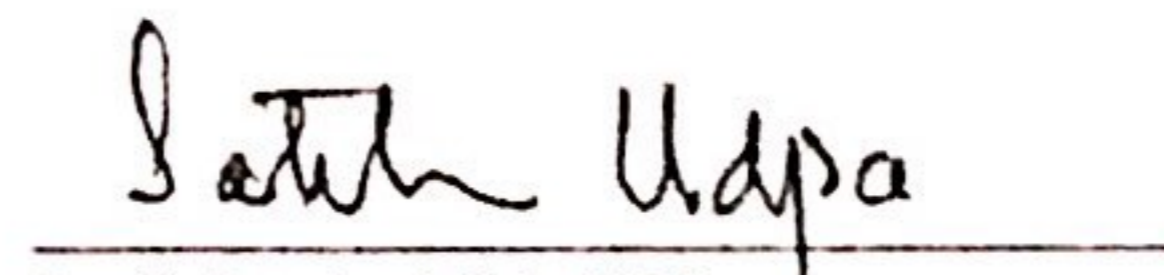
9/10/2017  
Date



Prof. Dr. Serdar ABACI  
Head of HUNITEK

9/10/2017  
Date

For Michigan State University:



Prof. Dr. Satish UDPA  
Executive Vice President

October 9, 2017  
Date




Dr. June P. YQUATT  
Provost

10-2-17  
Date



Prof. Dr. Ron HENDRICK  
Dean, College of Agriculture and Natural Resources

10-1-17  
Date

  
OFFICE OF THE GENERAL COUNSEL    DATE  
APPROVED AS TO FORM    10-3-17