MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is dated October 28th 2011.

Between:

1) The University of Warwick whose administrative offices are at University House, Kirby Corner Road, Coventry, CV4 8UL, acting through the WARWICK MANUFACTURING GROUP (WMG); and
2) The Yıldız Technical University (YTU) whose administrative offices are at Barbaros Bulvarı 34349 Yıldız-Istanbul; and
3) The Yıldız Technopark, located at YTU-Davutpaşa campus. Davutpasa-Istanbul; and
4) Republic of Turkey, Ministry of Science, Industry and Technology, located at Eskişehir Yolu, Ankara.
Development of application:

1. This Memorandum of Understanding (MOU) outlines the principle objectives and requirements of each party, which it is hoped will be subsequently detailed and defined in a separate definitive agreement(s).

2. This MOU is intended to provide a framework under which a relationship between the parties shall be conducted in the interim and to allow the parties to undertake certain exploratory work prior to the signing of any definitive documentation. The parties are to discuss opportunities for collaboration with a view to:

   • Setting up an innovation and technology transfer centre including digital lab in the Yıldız Technopark-YTU Davutpasa-Istanbul
   • Yıldız Technopark innovation and research centre will be a cross-border initiative and cooperation that aims to bring together national/regional
authorities, business and international technology based universities.

- Stimulating and supporting entrepreneurs and attracting investors to the innovation and technology transfer centre
- Obtaining Industrial Counseling services from WMG for the Turkish Industry and including also the Government.
- Involving and organizing international innovation collaboration and international technology transfer through WMG’s International Research Networks.
- Establishing joint research programmes and developing relevant projects that may be funded by the EU, Turkish funded organizations and other international fundings
- Running academic and Professional courses, certificates programme and industry training. Regarding academic partnership principal amongst these
collaborations is also to initiate a joint or dual postgraduates degree in master and doctorate programmes

3. In the first instance, the parties wish to undertake detailed discussion with regard to potential collaborative provision on building a joint innovation centre and initiating academic programmes. Therefore, this MOU is to be an indicative form of agreement for such provision, and as the basis for negotiation.

4. Other than in respect of information disclosed between the parties pursuant to the arrangements contemplated herein, where documentation is clearly marked ‘confidential’ or commercial in confidence, the parties agree that this MOU is non-legally binding and that it will have no legal effect. The parties further agree to negotiate in good faith to reach a/such formal agreement(s) embodying the principles set out in this MOU, with a view to signature in accordance with such time frame and projects plans as may be agreed from
time to time and to be agreed prior to expiry of this MOU. Neither party is bound to enter into any such agreement.

5. Neither party will make any claim against or be liable to the other for any loss or damages including, but not limited to, any consequential damages or lost profits, arising from any discussions actions taken in reliance on this MOU or for termination of the negotiations without reaching a comprehensive agreement.

6. Should issues arise which require the exchange of confidential information, or the protection of jointly acquired or developed intellectual property arising from the collaborative activities contemplated in this MOU, then these issue will be the subject of separate arrangements to be agreed and negotiated at that time.

7. Neither party shall sub-contract, assign or transfer any of its rights or obligations under
this MOU without the prior written consent of the other.

8. Each party will bear its own expenses and costs with regard to all discussions and activities between the parties.

9. This MOU will come into effect on the date that the last party signs it and will expire on the first anniversary of such signing unless it is terminated or extended by mutual written agreement prior to that date or unless it is replaced by another MOU or Agreement.

SIGNED FOR AND ON BEHALF OF:

Ministry of Science, Industry and Technology

Yıldız Technical University

Warwick University-WMG

Yıldız Technopark

Oct. 28, 2011