

GREENPORT Alliances Project

Partnerships for Innovation- Alliances
(ERASMUS-EDU-2023-PI-ALL-INNO)
Project No: 101139879



UNIVERSITAT POLITÈCNICA
DE CATALUNYA
BARCELONATECH
Facultat de Nàutica de Barcelona



Between

Prof. Dr. M. Taner Albayrak, Project Coordinator of the Piri Reis University (hereinafter, PRU), on behalf of GREENPORT Alliances as the Project Coordinator, appointed by the Grant Agreement, Project 101139879 – GREENPORT – ERASMUS-EDU-2023-PI-ALL-INNO

and

Prof. Francesc Torres, Rector of the Universitat Politècnica de Catalunya (hereinafter, UPC), appointed by Decree 106/2025, of 27 May (published in DOGC No. 9423, of 29 May 2025), with its registered office at Jordi Girona, 31, 08034 Barcelona, with NIF Q-0818003-F, and acting under the authority to sign this agreement pursuant to the Agreement of the Governing Council of UPC, CG/2023/07/05, of 5 July 2023 (published in DOGC No. 8960, of 18 July 18 2023), which delegated to the Rector the function of approving academic and research collaboration and cooperation agreements, as assigned to the Governing Council by Article 46.2.h of Organic Law 2/2023 of 22 March on the University System.

WHEREAS

Both institutions have common or complementary objectives in areas of research, teaching and technological development, and, therefore, the collaboration will allow them to take maximum advantage of their potential. The union of and coordination between the two institutions is of positive interest for both in terms of joining forces to establish paths of action that will mutually favour and benefit them.

Therefore, the parties agree to sign this Collaboration Agreement, which shall be governed by the following:

1. Purpose

This Collaboration Agreement sets forth the framework for collaboration between PRU and UPC Project Teams concerning the allocation, use, piloting, evaluation, and further joint development of education and training curricula, and HEI, VET, TTT course materials prepared by the GREENPORT Alliance (the "GREENPORT Course Material). Within this framework, UPC shall ensure that the materials developed are aligned with the objectives and outputs of the Spanish national TUGEMI project (Project PID2022-140497OB-I00 funded by MICIN / AEI / 10.13039/501100011033 / FEDER, UE), in order to guarantee coherence, interoperability, resource optimization, and synergies between both initiatives. In accordance with the nature of the projects, the parties agree that in the event of any discrepancy, the provisions of the regulations governing the respective calls for proposals shall prevail over the provisions of this agreement.

The project teams aim to align their cooperation with their mutual objectives in education, capacity building, and sustainable development of ports and maritime logistics.

2. Scope of Collaboration

Under this agreement, PRU and UPC intend to collaborate in the following areas:

2.1 Allocation and Use of GREENPORT Materials

- PRU shall facilitate access for UPC to curricula and course materials prepared by the GREENPORT Alliance, subject to any applicable intellectual property, licensing, or third-party restrictions communicated in writing.

- UPC may use the GREENPORT Materials for:
 - i. Pilot implementations of courses and training programs; and
 - ii. Subsequent in-house training activities for students, academic staff, and/or professional staff.

2.2 Piloting and In-House Training

- UPC will design and conduct pilot courses and training activities incorporating the GREENPORT Materials, in formats such as lectures, workshops, blended learning, online courses, and/or practical training.
- Following successful piloting, UPC may integrate the GREENPORT Materials, as adapted and agreed with PRU, into its regular in-house training and academic offerings.

2.3 Sharing of Results and Evaluations

- UPC will systematically monitor, document, and evaluate the implementation of the GREENPORT Materials, including but not limited to:
 - i. Pedagogical effectiveness
 - ii. Learner feedback
 - iii. Assessment outcomes; and
 - iv. Recommendations for improvement.
- UPC will share such results and evaluations with PRU in a timely manner and in agreed formats (e.g., evaluation reports, anonymized data sets, case studies).

2.4 Joint Development and Alignment with Common Goals

- Based on the shared results and evaluations, PRU and UPC will collaborate to revise, enhance, and/or expand the GREENPORT Materials so that they:
 - i. Address EU wide identified needs and feedback
 - ii. Reflect current best practices and sectoral standards of EU and
 - iii. Align with the common educational, research, and capacity-building objectives of both institutions and the GREENPORT Alliance.
- Joint development activities may include co-authoring modules, updating curricula, creating localized versions, and developing supplementary teaching aids and digital resources.

2.5 Trainer Support and Capacity Building

- PRU will support UPC in the effective use of the GREENPORT Materials by:
 - i. Providing orientation or “train-the-trainer” sessions (in-person or online) for identified UPC faculty and trainers
 - ii. Sharing relevant teaching guides, assessment tools, and pedagogical best practices; and

iii. Offering ongoing technical and academic support within resource constraints.

- UPC will identify and assign appropriate faculty and trainers to participate in these capacity-building activities and to act as focal points for program implementation.

2.6 Future Comprehensive Cooperation

- PRU and UPC express their intent to explore more comprehensive cooperation in the future, which may include:

- i. Joint degree or certificate programs
- ii. Collaborative research projects
- iii. Co-organization of conferences, workshops, and summer schools
- iv. Exchange of faculty, researchers, and students; and
- v. Joint applications for external funding related to the GREENPORT Alliance themes.

- Any such extended cooperation will be defined in separate agreements or annexes, as appropriate.

3. Roles and Responsibilities

3.1 PRU shall:

a. Coordinate with the GREENPORT Alliance and, where necessary, obtain or communicate permissions for the use of the GREENPORT Materials by UPC in accordance with the terms provided by the GREENPORT Alliance

b. Provide UPC with the GREENPORT Materials in an agreed format and with associated documentation (e.g., syllabi, learning outcomes, teaching notes, and assessment guidelines).

c. Offer academic and pedagogical guidance, including trainer support, to facilitate effective implementation and adaptation of the GREENPORT Materials at UPC.

d. Collaborate with UPC on the review and further development of the GREENPORT Materials, taking into account evaluations, sectoral developments, and mutual institutional priorities.

3.2 UPC shall:

- a. Use the GREENPORT Materials strictly for educational and training purposes, in accordance with the conditions of this agreement and any separate licensing terms communicated by PRU.
- b. Implement pilot courses and in-house trainings that incorporate the GREENPORT Materials, ensuring adequate academic and administrative support.
- c. Collect and share evaluation data, feedback, and analysis (subject to applicable privacy and data-protection laws) with PRU, in order to improve the materials and their delivery.
- d. Acknowledge PRU, the GREENPORT Alliance, and any other designated rightsholders as the source of the GREENPORT Materials in all relevant course documentation, publications, and promotional materials, consistent with any prescribed citation or branding guidelines.
- e. Refrain from sublicensing, selling, or otherwise transferring the GREENPORT Materials to third parties without prior written consent from PRU and, where applicable, the GREENPORT Alliance.

4. Establishing a Joint Committee

In order to facilitate the collaboration, a Joint Committee shall be set up, consisting of the representatives of the UPC and of the PRU. The task of this Joint Committee shall be to propose scientific and technical matters of common interest.

5. Personnel

On the part of UPC the person responsible for the present Framework Agreement shall be Professor Marcel·la Castells Sanabra of the Department of Ciència i Enginyeria Nàutiques and/or School of Nàutica.

The contact information is attached for any notifications between the parties:

- Postal address: Campus Nàutica, Edifici NT1, PLA DE PALAU, 18
- Email address: marcella.castells@upc.edu
- Phone: 934010872

The professor Anna Mugal Colilles of the Department Ciència i Enginyeria Nàutiques and of the School of Nàutica also collaborate on behalf of the UPC,

Assoc. Prof. Dr. Tutku Eker Iscioglu shall act on behalf of the Greenport Alliance for the purposes of this Collaboration Agreement.

The contact information is attached for any notifications between the parties:

- Postal address: Piri Reis University, Postane, Eflatun Sk. No:8, 34940 Tuzla/İstanbul
- Email address: teiscioglu@pirireis.edu.tr
- Phone: 90 532 784 98 91

6. Intellectual Property and Licensing

6.1 Unless otherwise agreed in writing, all pre-existing intellectual property rights of each party, including the GREENPORT Materials, shall remain with their respective rightsholders (including PRU, the GREENPORT Alliance, and/or individual authors).

6.2. PRU grants UPC a non-exclusive, non-transferable, and royalty-free license to use the GREENPORT Materials solely for:

- Piloting of training and courses at UPC;
- Subsequent in-house teaching and training activities; and
- Internal quality improvement and curriculum development efforts at UPC.

6.3. Any new or jointly developed materials arising from the collaboration, that it is not possible to establish the respective contribution of each Party or separate them for the purpose of applying for, obtaining or maintaining their protection, shall be subject to good-faith discussions between PRU and UPC regarding ownership, use rights, and licensing terms. These discussions will take place over a maximum period of six months. These terms may be defined in a separate written agreement or in annexes to this agreement.

Unless otherwise agreed in a separate written agreement concluded among the Parties:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a

royalty-free basis, and without requiring the prior consent of the other joint owner(s).

- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance.

6.4. Both parties shall respect all third-party intellectual property rights included in or associated with the GREENPORT Materials and shall comply with any conditions communicated in writing.

7. Confidentiality and Data Protection

Both parties recognise the strictly confidential nature of the following information:

- Information received from the other party for the purpose of the project that is the object of this agreement, except that which was already known and could be accredited as or is public knowledge or is to become public knowledge.
- All information that results from the development of the joint project that is the object of this agreement.

Each Party shall treat as confidential any non-public information received from the other Party in the course of this collaboration, unless otherwise authorized in writing or required by law.

The obligation of confidentiality shall remain in force for the duration of this agreement and for a period of five (5) years after its termination.

In accordance with what is established in article 8 b) of Law 19/2013, of December 9 of Transparency, access to public information and good governance and article 14 of Law 19/2014, of December 29, of Transparency, Access to Public Information and good governance, the UPC, in relation to this agreement, will make public the information related to the signatory parties, the object, the validity, the obligations assumed by the parties,

including the economic ones, and any modification made. Likewise, the UPC authorizes the company to publish these same data.

8. Personal data protection

Any personal data included in the service contract, as a consequence of the execution of the contract, will be processed by the parties in accordance with the Personal Data Protection and the Guarantee of Digital Rights Organic Law (Organic Law 3/2018 of December 5) derived from Regulation (EU) 2016/679 solely for the purposes of implementation, administration and monitoring of the Service contract, without prejudice to a possible root transmission of the request by a governmental or jurisdictional authority and / or the disclosure in accordance with the Law..

In any case, the parties will have to adopt the necessary technical and organizational measures, especially those that are regulated in order to guarantee the security of the personal data and to avoid their alteration, loss, treatment or unauthorized access.

In the event that any of the parties have any questions related to the processing of their Personal Data, you should go to the following contacts:

- By Greenport Alliance members: Project Coordinator, Prof. Dr. M. Taner Albayrak, Piri Reis University, Faculty of Economics and Administrative Sciences, E-mail: talbayrak@pirireis.edu.tr
- By the Universitat Politècnica de Catalunya: Delegate for Data Protection (Legal Services and Risk Assessment Area), Plaça de Eusebi Güell 6, Vèrtex Building, Floor 0, 08034, Barcelona. E-mail: proteccio.dades@upc.edu.

9. Use of the parties image

In all those cases that as a consequence and in application of the terms and conditions here stated the entity considers necessary to make use of the parties logos, previous authorization shall be requested, specifying the corresponding application (whether it is graphic or electronic and, on any support) and the kind of requested use.

In the authorization, that in any case shall be granted in writing, it will be specified the use or uses by which is granted, as well as the validity period

that in any case shall not overcome the validity period of the present Agreement.

Nevertheless, when the use of the logos and other identifying marks has a lucrative character for the applicant entity, the corresponding contract of mark license shall be formalized.

10. Funding and Resources

10.1. This agreement does not, by itself, create any financial obligations for either Party. Each Party will bear its own costs related to activities under this agreement, unless otherwise agreed in writing.

10.2. The Parties may, by mutual agreement, seek external or internal funding to support joint activities arising from this agreement.

11. Duration, Amendment, and Termination

11.1 This agreement shall enter into effect on the date of the last signature and shall remain in effect for a period of three (3) years, unless terminated earlier in accordance with this section.

11.2. This agreement may be amended or extended by mutual written consent of both Parties. Any amendments shall be in writing and signed by duly authorized representatives of both Parties before the agreement expires. The agreement may be extended for up to a maximum of five (5) years beyond its initial duration.

11.3. Either Party may terminate this agreement by providing the other Party with at least three (3) months' prior written notice.

11.4. Any transgression of the stipulations of this Agreement shall constitute grounds for the injured party to demand compliance or the resolution of the Agreement.

11.5 Termination of this agreement shall not affect:

- The continued application of any separate agreements executed under this agreement, unless such agreements are also terminated in accordance with their terms; or

- The rights and obligations that, by their nature, should survive termination, including confidentiality, intellectual property, and licensing provisions applicable to already-delivered GREENPORT Materials.

12. Force Majeure

In no case shall either Party be deemed to be in breach of this Agreement if this breach is caused by an event of Force Majeure (Force Majeure being understood as an unexpected and/or supervening cause that is beyond the control of the Parties and takes place after the signing of the Contract).

In the event of a situation of this nature, the affected Party shall inform the other Party of the scope of the situation and the specific effect on the Works covered by the present Agreement, the expected duration and the efforts that will be made for the correct performance of the contract with regard to the situation that caused the Force Majeure to expire.

Claims for compensation or termination of the Agreement due to causes of Force Majeure are excluded.

13. Nature of the Agreement

This agreement is a statement of mutual intent and does not, by itself, create any legally binding obligations to deliver specific outcomes, except for those provisions explicitly stated as binding (e.g., confidentiality, intellectual property, use limitations).

Nothing in this agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

14. Litigation

The parties undertake to resolve amicably any disagreement arising from the development or interpretation of this agreement.

In the event that a friendly solution is not possible, the parties expressly waive any other jurisdiction that may correspond to them and submit to the courts and tribunals of the jurisdiction of the city of Brussels, Belgium, so that they know and decide on the issues that may arise from this contract.

Signatures

IN WITNESS WHEREOF, the authorized representatives of the Parties have signed this Collaboration Agreement electronically as of the dates indicated below.

For [PRU] On behalf of GREENPORT Alliance:

Name: Prof. Dr. Capt. M. Taner Albayrak

Title: GREENPORT Project Coordinator

Signature:

Date:



For [UPC]:

Name: Prof. Francesc Torres

Title: Rector

Signature:

Date:



APPROVED