Co-funded by the European Union

COLLABORATION AGREEMENT

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

Mircea cel Batran Naval Academy, a University established under the laws of Romania, having its registered address at Fulgerului no. 1 street, Constanța, Romania, represented for the purposes of this Memorandum of Understanding by Assoc.Prof. Dr. Alexandru Cotorcea, acting in their capacity as Dean of Navigation and naval management faculty, duly authorised to sign this Memorandum of Understanding on behalf of the institution, hereinafter referred to as “MBNA”.

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 MBNA 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).

The project teams aim to align their cooperation with their mutual objectives in education, capacity building, and sustainable development of ports and maritime logistics. Any use of the GREENPORT Materials shall remain subject to the terms of the GREENPORT Grant Agreement, applicable intellectual property rights, licensing conditions and any other restrictions communicated by the relevant rightsholders.

2. Scope of Collaboration

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

2.1 Allocation and Use of GREENPORT Materials

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

- MBNA 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, MBNA 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

- MBNA 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.
- MBNA 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 MBNA 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 MBNA in the effective use of the GREENPORT Materials by:
  i. Providing orientation or "train-the-trainer" sessions (in-person or online) for identified MBNA 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.
- MBNA 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 MBNA 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 MBNA in accordance with the terms provided by the GREENPORT Alliance.

b. Provide MBNA 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 MBNA.

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

3.2 MBNA 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 MBNA 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 MBNA the person responsible for the present Framework Agreement shall be Assoc.Prof. Dr. Alexandru Cotorcea, of the Navigation and naval management faculty.

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

- Postal address: Fulgerului no. 1 street, Constanța, Romania

- Email address: alexandru.cotorcea@anmb.ro
- Phone: +40764440723

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 MBNA a non-exclusive, non-transferable, and royalty-free license to use the GREENPORT Materials solely for:

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

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 MBNA 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.

The parties shall process personal data in accordance with applicable data-protection legislation, including Regulation (EU) 2016/679 (GDPR) and applicable Romania and Turkish data-protection legislation. Each party shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction, damage or disclosure.

8. Personal data protection

Any personal data exchanged between the Parties, or collected by them in the course of implementing this MoU, shall be processed in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation, “GDPR”) and with the data protection legislation applicable to each Party (e.g., for Spain: Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights; for Türkiye: Law No. 6698 on the Protection of Personal Data; for Romania: Law no. 190/2018).

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 Mircea cel Batran Naval Academy: Assoc.Prof. Dr. Alexandru Cotorcea, MBNA, Faculty of Navigation and naval management, E-mail: alexandru.cotorcea@anmb.ro.

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: 2026.11.16

For MBNA**:**

Name: Assoc.Prof. Dr. Alexandru Cotorcea
Title: Dean of Faculty of Navigation and naval management
Signature:
Date: Alexandru Cotorcea Digitally signed by Alexandru Cotorcea Date: 2026.11.16 10:16:42 +02'00'