

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNIVERSITY OF KENTUCKY
IN LEXINGTON, KENTUCKY, USA
AND
YILDIZ TECHNICAL UNIVERSITY
IN ISTANBUL, TURKEY

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “Agreement”) is entered into by and between

the UNIVERSITY OF KENTUCKY, a public institution of higher education in the Commonwealth of Kentucky, with headquarters in Lexington, Kentucky, USA, for its Institute of Sustainable Manufacturing, in its College of Engineering (hereinafter “UKY”)

and

YILDIZ TECHNICAL UNIVERSITY, with headquarters in Istanbul, TURKEY (hereinafter “YTU”)

either of which may be referred to as “Party” or “Institution,” or collectively as “Parties” or “Institutions” throughout.

In recognition of existing relationships and mutual interest in expanded collaboration among faculty, staff, and students at UKY and YTU, and wishing to promote a cooperative relationship through mutual assistance in the areas of education, research, and engagement, the Parties enter into this Agreement in order to establish and recognize a formal connection between these institutions and agree to support and promote this connection for mutual benefit.

ARTICLE 1. SCOPE OF COLLABORATION

1.1 *General Scope.* Each institution may offer to the other opportunities for activities and programs such as teaching, research, exchange of faculty and students, and staff development that will foster a collaborative relationship.

1.2 *Specific Activities.* Specific activities and programs implemented under authority of this Agreement shall be subject to availability of funds and the approval of each institution’s authorized representatives. The institutions contemplate implementation of programs or activities such as: (a) joint educational, cultural, and research activities; (b) exchange of faculty members and students for research, lectures, and discussions; (c) participation in seminars and academic meetings; and (d) special, short-term academic programs.

1.3 *Separate Agreements.* Prior to initiating any specific activity or program, the Parties will negotiate and enter into a separate agreement, signed by each Party's authorized signatory, describing the terms of the arrangement, including the budgets. Each Party will designate a Liaison Officer to develop and coordinate specific activities or programs, as specified in "Notices," below.

ARTICLE 2. EFFECTIVE TERM, RENEWAL AND AMENDMENT

2.1. *Term.* This Agreement will take effect upon the date of last signature by the authorized representatives of each Party, and will remain in effect through June 30, 2030, unless terminated early by either Party.

2.2. *Early Termination.* Either Party may terminate this Agreement in advance of the agreed upon termination date by providing written notice to the other Party at least 90 days in advance of the intended early termination date. Unless otherwise negotiated and agreed upon, students, faculty, and/or staff of either Party who are engaged in collaborative activities at the intended time of early termination will be permitted to complete these activities in accordance with the intention and spirit of this Agreement.

2.3. *Amendment.* The terms and conditions stipulated in this Agreement may be modified or appended by mutual agreement of the Parties, in writing and signed by the duly authorized representatives of both Parties prior to the agreed upon expiration date, in the form of an amendment to this Agreement. All such amendments shall be considered integral parts of this Agreement.

ARTICLE 3. GENERAL PROVISIONS

3.1. Beyond promoting the Program among its faculty, staff, and students, neither Party shall use the name of the other in any other form of advertising or publicity without express written permission from the other Party. YTU shall not use any UKY logo, trademark, or other marks ("UKY Marks") for any purpose without prior written consent of UKY and only in accordance with UKY's brand standards found at <https://www.uky.edu/prmarketing/branding-resources/how-use-brand/brand-standards>. For instances of name or UKY Marks use that exceed the terms of this Agreement, each Party must seek permission from the other by submitting a draft of the proposed use at least 60 days in advance of the proposed use to the other Party's representative, designated in "Notices" below.

3.2. *Academic Freedom.* UKY is committed to preserving and defending the principles and values of academic freedom for their faculty, staff, and students. If collaborative activities implemented under the auspices of this Agreement are deemed by either Party to infringe upon that Party's standards of academic freedom, academic rigor, or academic integrity, that Party may withdraw from this Agreement immediately without penalty.

3.3. *Research Ethics.* The Parties to this Agreement are committed to ensuring that faculty, staff, and students participating in collaborative activities under the auspices of this Agreement adhere to all relevant governing regulations and standards of ethics in the conduct of research, use of data, dissemination of results, and disclosures of conflicts of interest. If collaborative activities implemented under the auspices of this agreement are deemed by either Party to compromise that Party's standards of ethics in research, that Party may withdraw from the Agreement immediately without penalty.

3.4. *Intellectual Property Rights.* Subject to (a) any pre-existing rights of the respective Parties, which shall remain the sole property of that Party, which might be used in furtherance of or combined with any intellectual property rights arising from the Parties' collaboration under this Agreement, (b) any rights of a third party not under the control of the Party, including without limitation a student not acting as a Party's employee, and any persons, entities, or governmental units sponsoring or otherwise providing funding or material for work that results in any intellectual property rights arising from the Parties' collaboration under this Agreement—any intellectual property rights arising from the Parties' collaboration under this Agreement in which one or more of each of the Parties' employees or agents have contributed to them will be jointly owned by both Parties. Unless otherwise agreed to in writing by the Parties, each Party will retain ownership of its Intellectual Property that pre-exists the effective date of this Agreement or is developed outside the auspices of this Agreement.

3.5. *Data Privacy and Security.* Each Party shall comply with its respective state, federal and international data privacy laws, rules, regulations and standards. The Parties shall ensure appropriate privacy and security safeguards are in place to prevent the unauthorized use, alteration, or disclosure of, or unauthorized access to personally-identifiable information, intellectual property, student, academic, health, business, or research data exchanged pursuant to this MOU.

3.6. *Counterparts.* The Parties may sign this Agreement in counterparts, all of which together shall constitute the complete Agreement. Duplicate or facsimile signatures shall be accepted as originals for all purposes.

3.7. *Non-discrimination.* Eligibility for participation in the collaborative activities developed under the auspices of this Agreement will be determined without regard to race, sex, color, religion, sexual orientation, marital status, national origin, age, or beliefs. UKY does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether a person is a smoker or nonsmoker, provided that the person complies with UKY policy concerning smoking.

3.8. *Notices.* To be enforceable, all notices and official communications related to this Agreement must be in writing and delivered to the Party's representative named below either by (a) confirmed electronic transmission; (b) certified mail, return receipt requested; or (c) commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. All communications will be sent to the addresses set forth below or to such other address as designated by either Party via written notice to the other:

UKY: Tim Barnes, Executive Director
International Partnerships and Research
University of Kentucky International Center
Room 118 Bradley Hall
151 Washington Avenue
Lexington, KY 40506
USA
email: Tim.Barnes@uky.edu

with copy to: I.S. Jawahir, Professor and James F. Hardyman Chair in Manufacturing Systems
Director, Institute for Sustainable Manufacturing
University of Kentucky
414B Center for Robotics & Manufacturing Systems
143 Graham Avenue
Lexington, KY 40506
USA
email: is.jawahir@uky.edu

YTU: Dr. Murat Turhan, Coordinator of International Relations
International Relations Office
Yildiz Technical University
A-2025, Davutpasa Campus
34210 Esenler-Istanbul
TURKEY
email: turhan@yildiz.edu.tr

with copy to: Haydar Livatali, Professor
Department of Mechatronics Engineering
Yildiz Technical University
Block A Rm. 309
Beşiktaş
Istanbul TR-34349
TURKEY
email: hlivatya@yildiz.edu.tr

3.9. *Binding Obligations.* With the exception of Articles 2 and 3, this Agreement is not intended to create any legally binding financial or other obligations on either institution but, rather, is intended to facilitate discussions regarding potential areas of cooperation.

3.10. *Authorized Signatories.* The individuals signing this Agreement on a Party's behalf represent that they have the requisite authority and intent to bind that Party to this Agreement.

**FOR THE UNIVERSITY
OF KENTUCKY**



Susan Roberts, Ph.D.
Associate Provost for Internationalization

Date: February 28th, 2025

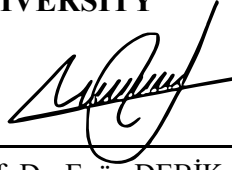
Recommended by:



Rudolph Buchheit, Dean
Stanley & Karen Pigman College of Engineering

Date: 02/28/2025

**FOR YILDIZ TECHNICAL
UNIVERSITY**



Prof. Dr. Eyüp DEBİK, Rector

Date: March 6th, 2025