



Visiting Scientist Agreement

between

Technical University of Denmark

[DTU Civil Engineering]

Anker Engelunds Vej 1

DK-2800 Kgs. Lyngby, Denmark

CVR. No. 30 06 09 46

(hereinafter referred to as "DTU")

and

Yildiz Technical University

Çifte Havuzlar Mah., Eski Londra Asfaltı Cad. No: 175/3 Kışla Building, A Blok, 34220 Esenler / İstanbul, Turkey

Business Registration No. [1854201011380168034331700025]

(hereinafter referred to as "Yildiz Technical University, Graduate School of Science and Engineering")

(each hereinafter individually referred to as "Party" and jointly as "Parties")

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1 Purpose

The purpose of the Agreement is to determine the rights and obligations of the Parties in connection to Fatma Zoroğlu Çağlar's stay at DTU. Fatma Zoroğlu Çağlar (hereinafter referred to as the "Visiting Scientist") is currently employed as a research assistant and PhD student with Yildiz Technical University. The Parties wish to carry out certain research activities with thermal comfort, adaptive thermal comfort, and energy use in buildings. She will investigate different design parameters for perforated solar screens with a building simulation program. (hereinafter referred to as "the Activities") at DTU's facilities during Fatma Zoroğlu Çağlar's stay with DTU.

2 Definitions

The following definitions apply:

Agreement shall mean this visiting scientist agreement.

Background Knowledge shall mean knowledge, information and equipment, which is made available by the Party owning or controlling it for the purpose of completing the Activities. Background Knowledge may also include software, inventions, patent applications, patents, know-how, results and any other intellectual property rights.

Confidential Information shall mean confidential knowledge and information of a technical, research or commercial nature, which the Parties make available to each other for completing the Activities, explicitly stating its confidential nature orally or in writing, or where the confidentiality clearly appears from the circumstances. Confidential Information may include, but is not limited to, Background Knowledge, which is not publicly known, Foreground Knowledge, project descriptions, biological reagents, drawings, documents, software, formulas, methods, analysis results and know-how in general.

Foreground Knowledge shall mean results created by the Parties while carrying out the Activities, including software, inventions, patent applications, patents, know-how, data and any other intellectual property rights.

3 Financing and employment

- 3.1 The Visiting Scientist will perform the Activities at DTU's facilities during the time period from [04.02.2022] to [04.10.2022].
- 3.2 Since the Visiting Scientist is employed by the Yildiz Technical University, Graduate School of Science and Engineering, said Yildiz Technical University, Graduate School of Science and Engineering shall be responsible for all costs and expenses incurred by the Visiting Scientist under this Agreement.
- 3.3 The Visiting Scientist is not a DTU employee and will therefore not receive compensation, insurance or employment benefits from DTU. DTU will not cover any costs in connection with the Activities.

4 Obligations of the Parties

- 4.1 The Parties will use reasonable efforts to conduct the Activities.
- 4.2 Any research materials of one Party provided to the other in connection with the Activities may be used only for the Activities in accordance with this Agreement.
- 4.3 In order to carry out the Activities, the Visiting Scientist shall have access to the following locations: building 402. DTU makes no warranties regarding the conditions or availability of the facilities.
- 4.4 When performing the Activities at DTU, the Visiting Scientist shall comply with the disciplinary requirements and regulations in force at times for employees at DTU as well as DTU's Code of Conduct. The Visiting Scientist shall observe the instructions and safety rules given by DTU's supervisor or the management of the department where the Visiting Scientist performs the Activities.

5 Rights and ownership

- 5.1 Background Knowledge, which a Party makes available for the purpose of carrying out the Activities, shall remain the sole property of that Party during as well as after the completion of the Activities.
- 5.2 In carrying out the Activities under this Agreement, the Visiting Scientist shall inform DTU of intellectual property rights of relevance to the Activities generated during [her] employment at Yildiz Technical University, Graduate School of Science and Engineering prior to [her] stay with DTU, for the purpose of securing user rights for the Activities prior to such use.
- 5.3 Patentable Foreground Knowledge created by the Visiting Scientist during his/her stay at DTU's premises in connection to the Activities shall be owned by DTU. The Visiting Scientist is obliged to inform DTU of Foreground Knowledge created immediately and to provide DTU with all relevant details in order to enable DTU to apply for patent protection.
- 5.4 Copyright to any software generated by the Visiting Scientist during [her] stay at DTU's premises while carrying out the Activities accrues to DTU. The Visiting Scientist and the Yildiz Technical University, Graduate School of Science and Engineering will not receive any compensation in this respect.

6 Duty of confidentiality

- 6.1 Confidential Information exchanged between the Parties during the planning and carrying out of the Activities may be used solely for completing the Activities.
- 6.2 The Parties shall be bound to maintain confidentiality with respect to Confidential Information and shall ensure that no such Confidential Information is passed on to any unauthorised third party.



The Parties shall ensure that persons involved in the Activities assume an identical duty of confidentiality as set forth in this Agreement.

- 6.3 The duty of confidentiality under section 6.2 does not apply to information and knowledge which
- at the time of receipt is or later becomes available to the public other than through the receiving Party's breach of the duty of confidentiality as set forth in this Agreement;
 - was lawfully in the receiving Party's possession at the time of receipt without any confidentiality restrictions,
 - was received from a third party who appeared to be entitled to lawfully disclose such information, or
 - was developed independently of the Activities by the receiving Party.
- 6.4 In the event of disagreement between the Parties, the receiving Party has the burden of proof that the information received is comprised by section 6.3.
- 6.5 In the event that Confidential Information exchanged under this Agreement becomes subject to legislation or executive orders, public law decisions, judgments, awards, etc. requiring the receiving Party to pass on Confidential Information in whole or in part, the receiving Party shall inform the disclosing Party hereof without delay. The receiving Party's compliance with any such required transfer of Confidential Information shall not constitute any breach of the duty of confidentiality under this Agreement.
- 6.6 The duty of confidentiality under this Section 6 terminates 3 years after termination of the Activities for whatever reason.

7 Conflicts of interest

- 7.1 In the event that the Visiting Scientist is or becomes aware of or suspects that a conflict of interest has emerged, the Visiting Scientist shall inform DTU hereof without delay for the purpose of finding a joint solution with the supervisor of DTU.

8 Publication

- 8.1 Prior to any publication, DTU shall be informed about the contents of the publication. Publication of the Activities performed while at DTU in connection to the Activities is prohibited without DTU's prior written consent.

9 Limitation of liability

- 9.1 DTU shall not be liable for any damage caused to or by the Yildiz Technical University, Graduate School of Science and Engineering or the Visiting Scientist during the Activities, except in the event of wilful intent or gross negligence caused by DTU.
- 9.2 The Yildiz Technical University, Graduate School of Science and Engineering is responsible for any liability, damages, loss or expense arising out of the actions of the Visiting Scientist while on

DTU's premises; while carrying out the Activities; or by using information or materials received from DTU.

- 9.3 The Yildiz Technical University, Graduate School of Science and Engineering agrees to indemnify, defend, and hold harmless DTU and its employees against any liability, damages, loss or expenses arising out of the actions of the Visiting Scientist while on DTU's premises; while carrying out the Activities; or by using information or materials received from DTU.
- 9.4 The Yildiz Technical University, Graduate School of Science and Engineering is obliged to have an appropriate insurance policy in place to cover its liability with respect to the death or personal injury of the Visiting Scientist and any other liability set forth in Sections 9.2 and 9.3.

10 Force majeure

- 10.1 No Party shall be in breach of this Agreement for any delay, interruption or failure to perform its obligations if the delay, interruption or failure is caused by force majeure, including but not limited to strike, lockout, labour disputes and events beyond its reasonable control.

11 Term of the Agreement

- 11.1 This Agreement shall enter into force on the date of commencement of the Activities and shall remain in force until one (1) year after termination of the Activities as set forth in Section 3.1.

12 Termination

- 12.1 Each of the Parties may terminate this Agreement with 8 days prior written notice.
- 12.2 If a Party has breached this Agreement, and such breach is considered material according to Danish law, the other Party may terminate this Agreement in writing without further notice.
- 12.3 Certain provisions of the Agreement shall survive the termination or expiry of this Agreement. Thus, termination or expiry of this Agreement does not release the Parties from their obligations under this Agreement pertaining to the duty of confidentiality, liability, and settlement of disputes.

13 Settlement of disputes

- 13.1 This Agreement shall be governed by the laws of Denmark. This applies whether or not international private law and choice of law rules may lead to the application of another country's law.
- 13.2 Should a dispute arise between the Parties in connection with this Agreement, including its interpretation and use, the Parties shall enter into negotiations in good faith in order to solve the dispute. Have the Parties been unsuccessful in solving the dispute within 30 days after initiation of negotiations, the dispute shall be settled by the District Court of Lyngby as the court of first instance.

14 Signatures

This Agreement is signed by the authorised signatories of each Party.

On behalf of DTU

Place: *Lyngby*
Date: *7/2-2022*

Name and title:

Ger Clausen

Signature

On behalf of the Yildiz Technical University,
Graduate School of Science and Engineering

Place: İstanbul, Turkey
Date: *03.02.2022*

Name and title: Zeynep IŞIK, Assoc. Prof. and Director of Graduate School of Science and Engineering

Zeynep Işık

Signature

Doç. Dr. Z. IŞIK
M. T. YILDIZ TEKNİK ÜNİVERSİTESİ
GÜZELİK FAKÜLTESİ
GÜZELİK BÖLÜMÜ