



COLLABORATION AGREEMENT

Technology Transfer Facility for Impact (TT4I) – Impact Licensing Institute Framework Template

Note for Users

The TT4I typology, selected services, technology portfolio, SDG focus, territory, fee schedule and accreditation status must be tailored for each collaboration.

2-4-2026

This Collaboration Agreement (the “Agreement”) is entered into on 31.03.2026 by and between:

1. **University –Industry Collaboration Centers Platform of Türkiye**, a non-profit association organised under the laws of Türkiye with registered office at **Cemalpaşa Mahallesi, Gazipaşa Bulvarı, No:53 Urubacı Apartmanı, Kat:4, D:8, Seyhan, Adana, Türkiye** registered with tax office under number **9130307339**, duly represented by **Prof. Dr. Abdulhamit Serbest, Chairman of the Executive Board, (usimp@usimp.org.tr)**.
Hereinafter referred to as the “TT4I”.
2. **Impact Licensing Initiative v.z.w.**, a non-profit association organised under Belgian law, with registered office at **Martelarenplein 20E, 3000 Leuven (Belgium)**, registered with the KBO under number **0722.883.887**, duly represented by its General Manager **Johan Moyersoem (johan@impactlicensing.org)**, acting for the purposes of this Agreement as the current Impact Licensing Institute function until any successor legal entity is formally designated.
Hereinafter referred to as “ILI” or the “Institute”.

TT4I and ILI are hereinafter jointly referred to as the “Parties” and individually as a “Party”. A reference to “ILI” also includes the future “Impact Licensing Institute” to be established

RECITALS

- A.** ILI is developing an international framework of Technology Transfer Facilities for Impact (“TT4Is”) intended to facilitate accreditation and training for becoming an accredited organization who can engage in responsible technology transfer via impact licensing agreements (ILAs) that are to be certified by ILI according to a graded system, via technology repurposing



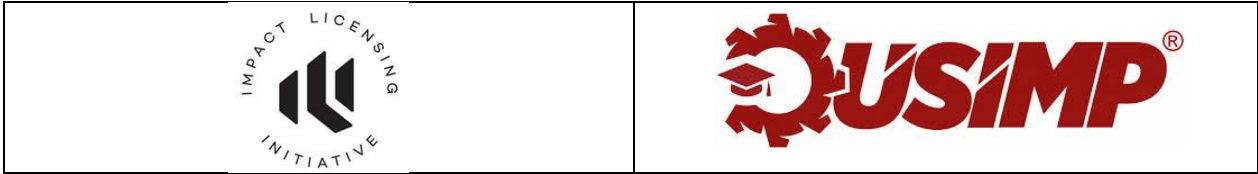
where applicable and via deployment in underserved and societal markets, in alignment with the United Nations Sustainable Development Goals (“SDGs”).

- B.** The TT4I wishes to start the ILI Mentorship Programme to obtain accreditation with the view to collaborate with ILI as a [TSL-TT4I / TRD-TT4I / SP-TT4I] and to apply impact licensing principles to one or more technologies or technology portfolios described in Exhibit 1 (the “Technology Portfolio”).
- C.** The Parties wish to define the principles, responsibilities and operating rules under which the TT4I will be accredited and screen technologies, structure or support Impact Licensing Agreements, oversee data, compliance and impact reporting within its agreed mandate, and participate in the broader TT4I network and accreditation framework.
- D.** The Parties acknowledge that specific licensing, sublicensing, venture, deployment or investment arrangements relating to any identified technology shall, where required, be governed by separate transaction documents, including one or more Impact Licensing Agreements, mandate agreements, sublicense agreements, special purpose vehicle documents or implementation agreements.

NOW, THEREFORE, the Parties agree as follows.

Article 1 – Definitions

- 1.1** “Accreditation” means the formal recognition of the TT4I by ILI or the future Impact Licensing Institute, after following a one year Mentorship Programme on Technology Screening process & Impact License Agreement negotiation, confirming that the TT4I satisfies the applicable organizational, governance and operational requirements to function within the TT4I network. The principles and conditions for accreditation are set forth in the pre-contractual information document (PID) previously received by the TT4I.
- 1.2** “Collaboration Documents” means this Agreement together with its exhibits, any confidentiality agreement, any mandate agreement, any technology-specific schedule, any data management plan and any subsequent transaction documents executed pursuant to this Agreement.
- 1.3** “Data Management Plan” or “DMP” mean the document describing the data to be collected under an Impact Licensing Agreement, the level of detail required, the parties responsible for collection and validation, reporting frequency, access conditions, storage arrangements and accountability mechanisms.
- 1.4** “Impact Licensing Agreement” means or “ILA”, any license or principal licensing document designed to combine technology transfer with enforceable impact conditions concerning access, territory, affordability, intentionality, reporting and related safeguards.
- 1.5** “Impact Licensing Principles” means the framework of guiding principles, methodologies, templates and quality requirements issued or endorsed by ILI for responsible impact licensing and TT4I operations which can be found inter alia on www.impactlicensing.org and www.impactlicensing.eu and the documents referenced therein
- 1.6** “Impact IP Pool” means the repository or hosting mechanism maintained or coordinated by ILI for the visibility and active promotion of individual technologies made available by the TT4I or by third parties for impact-oriented licensing.



- 1.7** “ILA Repository” means the restricted repository maintained or coordinated by ILI for the anonymized or de-personalized storage of Impact Licensing Agreements and sublicensing agreements for benchmarking, institutional learning, quality assurance and certification purposes.
- 1.8** “IRIS+ Metrics” means the impact indicators catalogue of the Global Impact Investing Network, or any successor framework agreed by the Parties for SDG-aligned impact monitoring.
- 1.9** “Selected Services” means the functions allocated to the TT4I under this Agreement and specified in Exhibit 2, which may include technology screening, licensing support, quality support, execution support, sublicensing oversight, technology repurposing, deployment support, data management, compliance monitoring and impact monitoring.
- 1.10** “Territory” means the countries, regions, market segments or beneficiary groups identified in Exhibit 1 or in a technology-specific schedule. One example of a Territory are the low-income and lower-middle-income countries (LMIC’s) as defined by the World Bank from time to time.
- 1.11** “TT4I” means a broker organization operating as an independent intermediary entity, mandated to facilitate the negotiation of transparent, fair and balanced impact-driven agreements between technology owners on one hand and licensees active in societal markets on the other hand, to ensure access to innovations for societal unmet needs, with the specific objective of generating measurable positive impact in alignment with the United Nations Sustainable Development Goals (UN SDGs).
- 1.12** “TT4I Typology” means the operational profile selected by the Parties for the TT4I, being either a Technology Screening and Licensing TT4I (TSL-TT4I), a Technology Repurposing and Deployment TT4I (TRD-TT4I), a Specific Purpose TT4I (SP-TT4I), or a combination expressly set out in Exhibit 2.
- 1.13** “Technology Portfolio” means the technologies, data assets, know-how, patents, software, trade secrets or other research and innovation assets, as broadly identified in Exhibit 1 and that will be more fully described during the accreditation process, and that the TT4I owns or has access to, and elects to assess or make available under this Agreement.

Article 2 – Purpose, Scope and Nature of the Collaboration

- 2.1** Through this Agreement, the Parties wish to formalize the participation of the candidate “TT4i” in the TT4i network and to confirm its enrolment in a mentorship program aimed at training its personnel in the screening of technologies and the negotiation of impact licensing agreements, with the objective to become an accredited TT4i.”
- 2.2** Once the candidate TT4I has been accredited, it shall operate in accordance with the TT4I Typology and service scope described in Exhibit 2. Services not expressly allocated to the TT4I in that Exhibit 2 remain outside the TT4I’s contractual mandate unless the Parties agree otherwise in writing.
- 2.3** Unless expressly stated otherwise in Exhibit 1 for a specific technology, field of use or Territory, this Agreement and the nature of this Collaboration is non-exclusive. Any exclusivity must be narrowly defined in writing and may not prevent ILI from maintaining the broader TT4I network or applying its methodologies with other partners outside the agreed exclusive scope.



2.4 The Parties may at any time add, remove or refine technologies, SDG objectives, territories, implementation partners, venture structures or service modules by written amendment or by executing a technology-specific schedule.

Article 3 – Guiding Operating Principles

3.1 The TT4I shall function as an independent and neutral intermediary and shall implement internal governance safeguards designed to preserve neutrality, avoid unmanaged conflicts of interest and balance commercial interests with societal impact objectives.

3.2 The Parties shall uphold transparency, accountability, inclusiveness, proportionality, confidentiality, sustainability and respect for intellectual property as core principles of the collaboration.

3.3 The Parties shall structure technology transfer activities so as to support measurable positive societal, environmental and, where relevant, economic outcomes aligned with the selected SDGs and, where appropriate, with climate and sustainability commitments applicable to the relevant sector.

3.4 The TT4I shall organize its pipeline and sector focus on a smart-specialization basis where feasible, leveraging regional, national or international innovation strengths, sectoral expertise, innovation hubs and stakeholder networks rather than relying exclusively on geography.

3.5 Official documentation, tools and templates supplied or endorsed by ILI shall be used wherever reasonably required to ensure consistency, comparability, certification readiness and methodological integrity across the TT4I network.

Article 4 – Obligations of the TT4I

4.1 The TT4I aims to act as an entity - or to become or to create such entity – that is duly incorporated, transparent and operationally independent from the technology owner through governance arrangements that can identify, disclose and manage conflicts of interest.

4.2 The TT4I hereby endorses and undertakes to apply the Impact Licensing Principles in its agreements with third parties, including the use of fair, balanced and transparent licensing structures and the preservation of access, affordability, territorial and intentionality safeguards.

4.3 After its accreditation, the TT4I shall identify and maintain an active pipeline with a minimum of three (3) additional technologies, projects or opportunities relevant to its TT4I Typology. Exhibit will be amended to contain more detailed information about the selected technologies, the societal needs that will be addressed and the technology owner.

4.4 The TT4I shall after its accreditation perform or coordinate technology screening using the methodologies made available by ILI, including, where appropriate, screening workshops, target intervention profiles, impact licensing term sheets and comparative analysis of scalability, affordability and relevance for underserved markets.

4.5 The TT4I shall identify, vet and where appropriate broker prospective licensees, implementation partners, investors, venture studio partners, public stakeholders and local ecosystem actors relevant to the Technology Portfolio.

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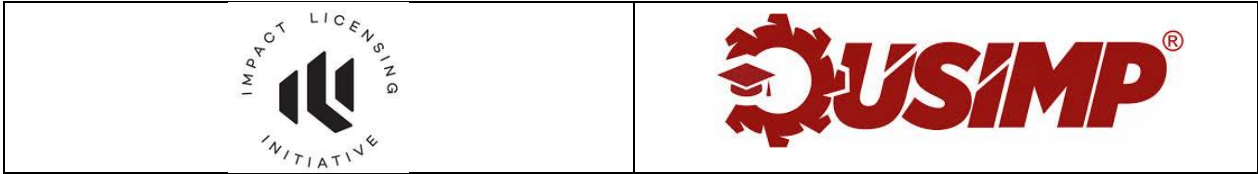
- 4.6** The TT4I shall facilitate the negotiation of ILAs between the technology owner and the entities mentioned here above and, where a Special Purpose Vehicle (SPV) is required, negotiate a collaboration agreement with the technology owner in which that technology owner undertakes to grant an ILA to the SPV once the latter has been identified or set up, and whereby a draft ILA between that technology owner and that SPV is included as an Annex to that collaboration agreement. Each ILA will be submitted to ILI for certification and grading purposes.
- 4.8** The TT4I shall maintain or coordinate a secure IP and information repository for the complete bundle of relevant technology and supporting information under its control, subject to access rights and confidentiality arrangements agreed with ILI and the relevant rights holders.
- 4.9** The TT4I shall verify annual compliance reports received from licensees, investigate credible complaints or indications of non-compliance, pursue remediation where appropriate and signal serious or termination-level breaches to the relevant technology owner in accordance with the escalation framework set out in the applicable ILA. A report of a serious breach shall be communicated to ILI.
- 4.12** The TT4I shall aggregate and review annual impact data reported by licensees, using IRIS+ Metrics or another agreed framework, and shall provide portfolio-level reporting to ILI where required for benchmarking, certification or network reporting.
- 4.13** The TT4I shall anonymize and upload executed ILAs and relevant sublicensing agreements to an ILA Repository managed by ILI for institutional learning, benchmarking, quality assurance and certification validation, subject always to confidentiality and agreed access restrictions.
- 4.14** The TT4I shall calculate or document, where applicable, the economic replacement value of each relevant ILA (or draft ILA in a collaboration agreement) or project using the agreed methodology or calculator provided or accepted by ILI.
- 4.15** The TT4I shall ensure that staff responsible for the collaboration complete the training or mentorship modules reasonably designated by ILI, including where applicable modules on impact licensing, data stewardship and monitoring and reporting procedures.

Article 5 – Obligations of ILI / the Institute

- 5.1** ILI shall provide or coordinate the accreditation pathway, toolkit orientation, training support and communication feedback loops reasonably required for the candidate TT4I to implement the Impact Licensing Principles and to obtain the TT4I accreditation.
- 5.2** ILI shall make available to the TT4I the official documentation, templates and digital or methodological tools relevant to the Selected Services, including materials for screening, licensing support, data stewardship, monitoring and benchmarking.
- 5.3** ILI shall maintain or coordinate the accreditation process, including baseline assessment, independent evaluation, periodic review and, where applicable, suspension or revocation decisions in accordance with the criteria then in force. ILI can use and implement in other collaboration agreements all improvements or updates to such process developed or acquired by the TT4I during the term of this Agreement and thereafter.

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- 5.4** ILI shall develop and maintain the standard-setting, quality certification and benchmarking functions of the TT4I network, including the quality label methodology for ILAs and the associated certification marks or reports for the ILAs.
- 5.5** ILI shall make its best efforts to maintain or coordinate the Impact IP Pool, the ILA Repository, the Community of Practice and the networking and partnership matchmaking functions described in the precontractual framework, subject to operational availability and resource constraints.
- 5.6** ILI shall provide reasonable methodological guidance on the use of standard clauses, DMPs, compliance monitoring sheets, impact indicators and reporting frameworks, but shall not be responsible for the legal accuracy or sufficiency of any transaction document not reviewed or approved by ILI in writing.
- 5.7** ILI may use anonymized information derived from agreements, data and reports submitted under this Agreement for quality assurance, benchmarking, learning, integration in its tools for reproduction and certification, ecosystem coordination and aggregated reporting purposes.
- 5.8** ILI does not guarantee accreditation, grant funding, investor participation, identification of a licensee, commercial success, regulatory approvals or market deployment and cannot be held liable for the failure to obtain so by the TT4I or its (sub)licensees.

Article 6 – Technology Screening, Licensing and Execution Workflow

- 6.1** The Parties shall identify the Technology Portfolio, target SDGs, intended beneficiaries, geographic or sectoral scope and selected services in a subsequent technology-specific schedule (Impact Licensing Termsheet).
- 6.2** The TT4I shall screen candidate technologies against impact potential, scalability, affordability, ethical acceptability, implementation feasibility and strategic fit with the selected SDGs and the relevant market or policy context.
- 6.3** Following a positive screening, the Parties shall determine the most appropriate implementation pathway, which may include direct licensing to an operating licensee, the creation of an impact venture or special purpose vehicle, submission to the Impact IP Pool, delegation to a venture studio, or another documented pathway consistent with the Impact Licensing Principles.
- 6.4** Where a licensee is identified, the license shall be embodied in an ILA signed by the relevant licensor and licensee. Where no definitive licensee is yet identified, the Parties may first execute a mandate or principal agreement accompanied by a draft ILA or term sheet.
- 6.5** Each executed ILA shall define, at a minimum, the technology scope, field of use, territory, impact objectives, pricing or affordability logic where relevant, reporting duties, data governance rules, compliance remedies, sublicensing rules, termination events and dispute resolution mechanisms.

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Article 7 – Data Management, Compliance and Impact Monitoring

- 7.1** Each ILA or project requiring personal data harvesting and monitoring shall examine if a DMP needs to be adopted. In such case, the DMP will need to be updated whenever material changes occur in the technology, the reporting architecture, the data categories collected or the parties responsible for collection and validation.
- 7.2** The DMP and each ILA shall specify the selected impact indicators, the linkage between such indicators and the relevant SDGs, the sources and methods of data collection, frequency of reporting, granularity of data, verification mechanisms and the designated responsible persons.
- 7.3** Licensees shall remain primarily responsible for collecting and reporting the required business, technology, compliance and impact data, including consolidated data received from sublicensees, and for providing annual reports to the TT4I.
- 7.4** The TT4I shall apply a tiered compliance approach consisting, as applicable, of (i) passive review of annual reporting, (ii) active investigation and remediation in case of suspected or reported non-compliance, and (iii) notification or escalation to the technology owner in case of serious or termination-level breaches.
- 7.5** The Parties shall cooperate in good faith to maintain auditable, proportionate and privacy-compliant records capable of supporting certification, ESG reporting, funder reporting, public accountability or portfolio assessment.

Article 8 – Name, Trademarks, Certification Marks and Communications

- 8.1** Each Party retains all rights in and to its name, logos, trademarks, service marks, certification marks, copyrighted materials and other branding assets.
- 8.2** The TT4I may use ILI's name, logo or certification marks only during the term of this Agreement, only in accordance with the applicable Regulation for each respective certification, and only to the extent consistent with the TT4I's accreditation status and the relevant quality certification.
- 8.3** ILI may refer to the TT4I name and use its logo's to identify it as a collaborating TT4I candidate, accredited TT4I or Community of Practice participant, as applicable, provided such description accurately reflects the TT4I's current status.
- 8.4** All press releases or public statements specifically concerning the collaboration, a given technology, a quality certification, a prospective licensee or a venture structure that make use of the ILI logos or trademarks require prior coordination with ILI.
- 8.5** The TT4I may disclose in general terms and without breaching other confidentiality provisions, the existence of this collaboration and its role in the TT4I network to prospective partners, funders, investors, regulators, evaluators or implementation partners.

Article 9 – Confidentiality

- 9.1** Each Party shall keep confidential all non-public information received from the other Party in connection with this Agreement and shall use such information solely for the purposes of the collaboration.

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9.2 The confidentiality obligation shall not apply to information that the receiving Party can demonstrate: (a) was lawfully known to it before disclosure; (b) was or becomes publicly available other than through a breach of this Agreement; (c) was lawfully received from a third party not bound by confidentiality; or (d) was independently developed without use of the disclosing Party's confidential information.

9.3 If disclosure is required by law, court order, funding rules or regulatory requirements, the receiving Party shall, to the extent legally permitted, give prior notice to the disclosing Party and cooperate in limiting the scope of disclosure.

9.4 The confidentiality obligations of this Article survive for five (5) years after termination of this Agreement, or longer where required by applicable law, by a separate NDA or by the nature of the confidential information. Whenever required, the TT4I will enter into separate and more specific confidentiality agreements with prospective technology owners and (sub)licensees or partners.

Article 10 – Financial Model and Sustainability

10.1 During the first two (2) years of Collaboration, ILI shall not charge any accreditation fee.

10.2 Any financing of research and development, repurposing, localization, venture set-up, implementation, legal drafting, regulatory work or deployment costs shall be agreed separately and are unrelated to, nor implied by this Agreement. The TT4I explicitly agrees that it is not possible to predict such costs in advance and in general terms and that they have been sufficiently informed each other about the possible internal costs of their Collaboration.

Article 11 – Term, Review, Suspension and Termination

11.1 This Agreement enters into force on the Effective Date and shall remain in force for an initial term of two (2) years, unless earlier terminated in accordance with this Article. It shall thereafter renew automatically for successive periods of two (2) years unless either Party gives at least three (3) months' prior written notice of non-renewal.

11.2 The TT4I understands and accepts that its accreditation can be revoked and is not permanent. TT4I's accreditation or candidate status may be reviewed periodically, typically every two (2) years, or earlier if material changes occur in the TT4I's governance, mandate, resources or compliance record.

11.3 ILI may suspend the TT4I's accreditation or candidate status if the TT4I materially fails to comply with the accreditation criteria, commits a serious ethical breach, loses the ability to maintain institutional neutrality or data protection safeguards, or repeatedly fails to comply with reporting obligations after notice and a reasonable cure period.

11.4 Either Party may terminate this Agreement with immediate effect by written notice if the other Party enters into insolvency, liquidation or similar proceedings, ceases substantially all operations relevant to this Agreement, or commits a material breach not cured within thirty (30) days after written notice describing the breach in reasonable detail.

11.5 Either Party may terminate this Agreement for convenience upon six (6) months' prior written notice, provided that the Parties cooperate in good faith on an orderly handover of ongoing



monitored projects, data, repository obligations and communications with affected counterparties.

11.6 Termination or suspension of this Agreement does not, by itself, terminate any ILA, sublicense, mandate agreement or venture document already executed with third parties, unless the relevant document expressly provides otherwise. The TT4I will take care that its termination for convenience of this Agreement will not cause the automatic termination of an ILA sublicense and that the sublicensee can continue the sublicense. The Parties shall cooperate to preserve continuity of monitoring and contractual administration for such agreements.

Article 12 – Consequences of Expiry or Termination

12.1 Upon expiry or termination, the TT4I shall cease any use of the ILI name, logo or certification marks.

12.2 Each Party shall, upon request, return or securely destroy confidential information of the other Party, subject to any legal retention duties and any need to preserve archival records for ongoing agreements, compliance matters or dispute resolution.

12.3 Articles concerning confidentiality, intellectual property ownership, repository use, accrued payment obligations, dispute resolution and any provision which by its nature should survive shall survive expiry or termination.

Article 13 – Miscellaneous

13.1 Nothing in this Agreement creates a partnership, agency, fiduciary duty or employment relationship between the Parties. Neither Party may bind the other except as expressly agreed in writing.

13.2 Neither Party may assign this Agreement without the prior written consent of the other Party, except that ILI may assign or transfer this Agreement to a successor legal entity performing the Institute function upon written notice to the TT4I.

13.3 This Agreement may be amended only by a written instrument signed by both Parties.

13.4 This Agreement will be signed via electronic means and the parties agree to recognize their electronic signature as valid and binding according to the applicable European legislation and more particularly Regulation 910/2014 of the Council of Europe of 23 July 2014. The Parties agree to use the electronic signature platform “DocuSign” so that their electronic signature that they attach to this Agreement will have the same value as their handwritten signature, and that the electronic means used to add this electronic signature give an undisputable and fixed date to this Agreement.

13.5 If any provision is held invalid or unenforceable, the remainder of the Agreement shall remain in force and the Parties shall replace the invalid provision with a valid provision that most closely reflects the original intent.

13.5 This Agreement, together with its exhibits and any documents expressly incorporated by reference, constitutes the entire agreement between the Parties on its subject matter and supersedes prior discussions relating to that subject matter.

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13.6 This Agreement is governed by Belgian law with the exclusion of its rules of private international law that would cause the application of a foreign rule of law.

13.7 Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall first be attempted to be resolved via good faith negotiations. If no amicable solution can be reached the dispute shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules as available on www.wipo.int The arbitral tribunal shall consist of a sole arbitrator who shall be trained in Belgian law and be familiar with the principles that govern this Agreement. The place of arbitration shall be Brussels and the language to be used in the arbitral proceedings shall be English. This provision shall be without prejudice to the right of either Party to seek urgent or provisional relief before any other competent court.

Article 14 – Exhibits

14.1 Exhibit 1 – Technology Portfolio, SDG focus, Territory and project-specific variables

14.2 Exhibit 2 – TT4I Typology and Selected Services

14.3 Exhibit 3 – Financial terms, fee schedule and revenue-sharing arrangements (if any)

14.4 Exhibit 4 – Form of mandate agreement / principal agreement / draft ILA (optional)

14.5 Exhibit 5 – Data Management Plan template and reporting calendar (optional)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.


For the TT4I

Name: Prof. Dr. Abdulhamit Serbest
Title: Chairman of USIMP Executive Board
Date: 31.03.2026


ÜSİMP
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No: 53 K:4 D:8 Sevhan /ADANA Tel: 0322 408 86 86

For Impact Licensing Initiative v.z.w.

Name: Johan Moyersoen
Title: General Manager
Date:

Signed by:

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