

Memorandum of Understanding

Between Sabri Ülker Foundation (SUF), the University of Newcastle upon Tyne's Population and Health Sciences Institute and School of Biomedical, Nutrition and Sports Sciences (UNEW), and Hacettepe University's Department of Nutrition and Dietetics, Faculty of Health Sciences (HU),

Strategic Research and Capacity Building Partnership in Child Nutrition, Physical Activity, Obesity and Mental Wellbeing

PREAMBLE

Recognizing the growing global burden of childhood obesity, unhealthy dietary patterns, physical inactivity and declining mental wellbeing among children and adolescents;

Recognizing the critical importance of generating high-quality scientific evidence to inform public health policies, improve nutritional outcomes, and support healthier futures for younger generations;

Recognizing the shared commitment of Sabri Ülker Foundation, the University of Newcastle upon Tyne and Hacettepe University to advancing scientific excellence, fostering international research collaboration, and developing future leaders in nutrition and health sciences;

Acknowledging the complementary strengths of the Parties in research, education, scientific capacity building, and knowledge dissemination;

The Parties hereby express their mutual intention to establish a long-term strategic partnership dedicated to collaborative research, doctoral training, scientific exchange, and capacity development in the fields of nutrition, physical activity, obesity prevention, and mental wellbeing.

ARTICLE 1

PURPOSE

The purpose of this Memorandum of Understanding ("MoU") is to establish a framework for collaboration among the Parties in order to:

- a) Advance scientific research addressing childhood nutrition, physical activity, obesity, metabolic health, cognitive wellbeing, and mental health;

- b) Strengthen academic and scientific cooperation between Türkiye and the United Kingdom;
- c) Develop future generations of researchers through doctoral education and research training;
- d) Promote international knowledge exchange and capacity building;
- e) Facilitate the translation of scientific evidence into practical applications for public health and innovation.

ARTICLE 2

STRATEGIC AREAS OF COOPERATION

The Parties intend to collaborate in the following areas:

2.1 Research Theme I

Intervention and Efficacy Testing

Development, implementation and evaluation of evidence-based nutritional interventions aimed at improving metabolic health, cognitive performance, satiety and mental wellbeing among school-aged children.

2.2 Research Theme II

Consumer Behaviour During Developmental Transitions

Investigation of dietary choices, physical activity behaviours, lifestyle habits and food-related decision-making processes during the transition from primary to secondary education.

2.3 Additional Areas

The Parties may jointly identify and develop additional research themes aligned with their strategic priorities and scientific interests. The partnership will bring together academic leads from Newcastle and Hacettepe to shape a programme, and encouraging mirrored projects in both countries with the potential to share findings and generate robust data and public health messages. The SUF would organize an annual symposium, alternating between Turkey and the UK, for students to share findings and ideas, and potentially receive additional training from peers and academics.

ARTICLE 3

COLLABORATIVE DOCTORAL TRAINING PROGRAMME

The Parties express their intention to establish a collaborative doctoral training programme consisting of up to three doctoral researchers over an anticipated four-year period.

The objectives of the programme shall include:

- a) Carrying out all activities under this programme in accordance with the applicable national legislation of both Parties;
- b) Producing internationally recognised scientific research;
- b) Supporting the professional development of emerging researchers;
- c) Strengthening scientific networks between Türkiye and the United Kingdom;
- d) Encouraging interdisciplinary collaboration across nutrition, public health, behavioural science and related disciplines.

The Parties further encourage opportunities for student mobility, research visits, co-supervision arrangements, and collaborative training activities.

ARTICLE 4

GOVERNANCE AND SCIENTIFIC LEADERSHIP

To support the implementation of this MoU, the Parties shall establish a Joint Steering Committee.

The Joint Steering Committee shall be responsible for:

- Strategic oversight;
- Annual planning and review;
- Monitoring progress and outcomes;
- Facilitating communication among the Parties;
- Identifying opportunities for future collaboration.

The Parties may also establish an International Scientific Advisory Board composed of distinguished researchers and experts nominated by the Parties.

The Advisory Board shall provide scientific guidance, strategic recommendations, and support for international networking and dissemination activities.

ARTICLE 5

ROLE OF SABRİ ÜLKER FOUNDATION

SUF intends to:

- a) Facilitate scientific engagement, stakeholder communication, and dissemination activities;
- b) Promote scientific excellence and capacity development;
- c) Foster national and international collaborations that contribute to public health and nutrition research.

ARTICLE 6 ROLE OF THE UNIVERSITY OF NEWCASTLE UPON TYNE'S POPULATION AND HEALTH SCIENCES INSTITUTE AND SCHOOL OF BIOMEDICAL, NUTRITION AND SPORTS SCIENCES UNEW intends to:

- a) Contribute to the scientific and strategic development of the collaboration through its academic expertise;
- b) Support the planning, implementation, and continuous development of joint research and academic activities;
- c) Provide guidance and contribute to capacity building, knowledge exchange, and the development of future collaborative initiatives;
- d) Encourage academic engagement, networking, and collaboration among researchers, faculty members, and students in areas of mutual interest.

ARTICLE 7 ROLE OF HACETTEPE UNIVERSITY'S DEPARTMENT OF NUTRITION AND DIETETICS, FACULTY OF HEALTH SCIENCES HU intends to:

- a) Contribute to the scientific and strategic development of the collaboration through its academic expertise;
- b) Support the planning, implementation, and continuous development of joint research and academic activities;
- c) Provide guidance and contribute to capacity building, knowledge exchange, and the development of future collaborative initiatives;
- d) Encourage academic engagement, networking, and collaboration among researchers, faculty members, and students in areas of mutual interest.

ARTICLE 8

INDUSTRY ENGAGEMENT

The Parties acknowledge that industry stakeholders may contribute to the collaboration where appropriate.

In particular, Pladis may participate in activities relating to:

- Knowledge exchange;
- Scientific consultation;
- Research translation;
- Innovation discussions;
- Product development insights.

The precise nature and scope of any such participation dissemination rights and the IP rights of Pladis shall be defined in subsequent agreements and shall not compromise academic independence.

ARTICLE 9

ACADEMIC INDEPENDENCE AND RESEARCH INTEGRITY

The Parties affirm that all activities conducted under this MoU shall adhere to internationally recognised standards of:

- Academic freedom;
- Scientific integrity;
- Research ethics;
- Transparency;
- Responsible conduct of research.

The Parties agree that scientific findings shall be evaluated, interpreted, and reported objectively and independently.

No Party shall improperly influence, suppress, or prevent the publication of scientifically valid findings arising from activities conducted under this collaboration provided that it complies with the Article 10 of this agreement

ARTICLE 10

NON-DISCLOSURE OF INFORMATION

10.1. All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

10.2. The Recipients hereby undertake for a period of 4 years after the end of the Project:

- ✓ not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- ✓ not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party;
- ✓ to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine-readable form. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations, provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3. The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- ✓ the Confidential Information becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- ✓ the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- ✓ the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- ✓ the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- ✓ the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- ✓ the Confidential Information was already known to the Recipient prior to disclosure; or
- ✓ the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order

10.5 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

10.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- ✓ notify the Disclosing Party, and
- ✓ comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

ARTICLE 11

INTELLECTUAL PROPERTY, DATA, AND PUBLICATIONS

In cases where collaborative activities carried out within the scope of this MoU are expected to yield intellectual property rights, prior to the start of the joint project, the Parties shall conclude an additional protocol to determine the regulation of intellectual property rights.

ARTICLE 12

FUTURE DEFINITIVE AGREEMENTS

The Parties acknowledge that this MoU establishes a framework for cooperation and does not replace the need for separate agreements governing specific projects, funding arrangements, research activities, or contractual commitments.

Any project implemented under this MoU shall be subject to mutually agreed terms and conditions documented in writing.

ARTICLE 13

DURATION

This MoU shall become effective upon signature by all Parties and shall remain in effect until the earlier of: (i) the execution of a definitive agreement by the Parties, or (ii) a period of 5 years from the Effective Date unless extended by written agreement of the Parties.

For the avoidance of doubt, if the Parties execute definitive agreement(s) covering only some, but not all, of the Projects and/ or processes, this MoU shall remain in full force and effect with respect to the Projects not covered by such definitive agreement(s), unless otherwise agreed in writing by the Parties.

Termination or withdrawal under this Article shall not affect:

- (a) any definitive agreement already executed by the Parties;
- (b) any obligations expressly stated to survive termination, including confidentiality, intellectual property, data protection, publication, and dispute resolution provisions; or
- (c) the orderly completion or wind-down of any activities already commenced, subject to the terms of any applicable definitive agreement. Upon the occurrence of either event, this MoU shall automatically terminate without further notice or action by any Party.

Notwithstanding the foregoing, any Party may withdraw from this MoU at any time by providing thirty (30) days' written notice to the other Parties.

ARTICLE 14

DISPUTE RESOLUTION

Any dispute, controversy, or claim arising out of or in connection with this MoU shall first be resolved amicably through good-faith negotiations between the Parties. If the dispute is not resolved within thirty (30) days of written notice by one Party to the others, the matter shall be escalated to the senior authorised representatives of the Parties. If the dispute is not resolved by the senior authorised representatives of the Parties, within 30 days after assignment of the authorised representatives. If this method fails, Courts and Enforcement Offices of the host country shall have the authority to resolve concerned dispute.

ARTICLE 15

AMENDMENTS

No amendment, modification, or waiver of any provision of this MoU shall be valid unless made in writing and signed by authorised representatives of all Parties. Any amendment shall form part of this MoU upon execution by all Parties.

ARTICLE 16

NO PARTNERSHIP OR AGENCY

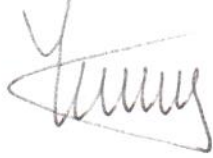
Nothing in this MoU shall be construed as creating a legal partnership, joint venture, employment relationship, fiduciary relationship, or agency between the Parties. No Party shall have authority to bind, represent, or incur obligations on behalf of any other Party unless expressly authorised in writing.

For Sabri Ülker Foundation

Name: Mr. Yahya Ülker

Title: Chairman of the Board of Directors

Signature:



**For the University of Newcastle upon Tyne, Population and Health Sciences
Institute and School of Biomedical, Nutrition and Sports Sciences**

Name: Prof Catherine Exley

Title: Professor and Dean of Population Health Sciences Institute, Newcastle University

Signature:



**For Hacettepe University's Department of Nutrition and Dietetics, Faculty of Health
Sciences**

Name: Prof. Zehra Büyüktuncer

Title: Professor, Division of Nutritional Sciences, Department of Nutrition and Dietetics,
Faculty of Health Sciences

Signature:



Date: