

## Agreement

Entered into in Rehovot this \_ day of \_\_\_\_, 201\_\_

By and Between:

**Weizmann Institute of Science, Rehovot** [“**Weizmann**”],

And:

\_\_\_\_\_ **Full Name**

\_\_\_\_\_ **Full Address**

**Tel:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

[“**the Company**”]

[Weizmann and the Company shall each be hereinafter referred to as “**the Party**” and jointly, “**the Parties**”]

### 1. The Work

- 1.1. The Company has applied to Weizmann to carry out various Work from time to time, as will be discussed and agreed between the parties and specified in a work plan and/or Weizmann’s quotation and/or purchase order (hereinafter: the “**Work Plan**”), and Weizmann has agreed to carry out the Work as described and specified in the Work Plan (hereinafter: the “**Work**”).

The PI of the Company (hereinafter: “the PI”) will sign the Work Plan which describes the work sought, and sets out, in detail, all the specifications for the performance and the expected results thereof, as well as all data and materials or any other details (hereinafter: the “**Data and Materials**”) to be provided by the Company, if any, for the performance of the Work.

- 1.2. It is clarified and agreed that in the event of any deviation in the activities contemplated in the Work Plan, which are required for the performance of the Work, Weizmann shall promptly notify the Company of such required deviation and the Parties shall then review the circumstances and the legal aspects deriving therefrom and determine whether a different agreement is necessary for the completion of the Work.
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- 1.3. Weizmann undertakes to do its utmost, within reason, taking into account other tasks entrusted with the actual performers of the Work, with a view to carrying out the performance of the Work within a reasonable timeframe, as of the date of provision to Weizmann of all Data and Materials.
- 1.4. Weizmann undertakes to perform the Work with the required expertise customary at Weizmann and in conformance with generally accepted standards.
- 1.5. To remove any doubts, it is hereby agreed between the Parties that this Agreement shall not be interpreted as creating any obligation on the part of Weizmann to achieve any results whatsoever in consequence of the performance of the Work and/or that the results arising from the performance of the Work will have any practical and/or commercial value whatsoever, and Weizmann does not make any representation and/or obligation in respect thereof.
- 1.6. Weizmann will prepare and keep complete and accurate records of the status and progress of the Work as shall be agreed by the parties and as stated in the Work Plan.
- 1.7. Within 30 days upon completion of the Work, and subject to settling all outstanding fee payments, Weizmann shall formulate a final report detailing the Work results (hereinafter: the "**Results**").

## 2. Consideration and term

- 2.1. Prior to the Work, Weizmann will send the PI a quote for the services discussed. The PI will provide Weizmann with a purchase order for these services. In consideration for the provision of Weizmann's infrastructure for performance of the Work the Company shall pay Weizmann the amounts set in the said quote upon the completion of the Work, or any part thereof which will be invoiced accordingly.
  - 2.2. All payments shall be made by checks or direct wire transfer to Weizmann's bank account: Account number 583000/12, Leumi Bank Ltd., branch no. 800, Israel. Weizmann shall notify the Company in writing of any change in the bank account details.
  - 2.3. The Company shall notify Weizmann prior to each payment by email ([receiptsteam@weizmann.ac.il](mailto:receiptsteam@weizmann.ac.il)) or by fax (08-9344119).
  - 2.4. Late payments will bear interest of Libor + 3% from due date until date of actual payment.
  - 2.5. The term of this Agreement is one year as of \_\_\_\_\_ up to \_\_\_\_\_. Each Party has the right to cancel this Agreement upon a 30 (thirty) day- written notice to the other Party, and providing each Party has fulfilled its obligations up to that point, in accordance with this Agreement.
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### **3. Use of Data and Materials in the Performance of the Work**

- 3.1. In all cases where the performance of the Work involves materials - chemicals/ biological or others (hereinafter: the “**Materials**”) which shall be brought to Weizmann campus (hereinafter: the “**Campus**”) by the Company - the Company will specify, prior to bringing the Materials to the Campus, what are the Materials, their composition, terms of use and terms of safety required with respect to them.
- 3.2. The Company hereby undertakes and declares that the Data and Materials supplied by it, in order to perform the Work, are retained by the Company in accordance with all applicable laws and regulations and that the Company has obtained all the permits and/or approvals required by law, as needed, to hold the Materials and use them - both within the Work as set forth in this Agreement and as part of the use of the Results as defined in clause 1.6 above - including but not limited to, permits and/or approvals required in accordance with “the Public Health Regulations (Clinical Trials in Human Subjects) – 1981” and “the Law for Preventing Cruelty to Animals (Experiments on Animals) – 1994” and regulations related thereto, as the case may be.
- 3.3. In case that the Work requires the use of a third party's materials or know-how which may impose terms or restrictions regarding, inter alia, the performance of the Work, the Results, the allocation of rights in the Results or other intellectual property, the Parties will inform each other of such need and the parties shall discuss and reach a mutual consent in order to further facilitate the performance of the Work.

### **4. Intellectual Property Rights**

- 4.1. The Parties confirm, agree and undertake that this Agreement does not grant them any rights to any invention, discovery, patent application, know-how, information, methodology, performance method, knowledge or any intellectual property of any type and kind developed by each Party other than as set out in this Agreement.
  - 4.2. The Company hereby acknowledges, agrees and undertakes that the know-how, information, methods of performing the Work and the modes of performance thereof (hereinafter, jointly: the “**Weizmann Know-How**”), are, without any exception or reservation, Weizmann’s exclusive property, and that Weizmann’s consent to carry out the Work as aforesaid herein and the performance thereof neither grant nor shall grant the Company any right whatsoever of any nature or of whatever description in the Weizmann Know-How.
  - 4.3. The Company hereby expressly acknowledges, agrees and undertakes that any idea, variation, improvement, invention or information whatsoever, which concern the Weizmann Know-How and/or the process and/or method and/or technique of performing the Work and which were conceived, developed, performed, invented or obtained by Weizmann in the course of carrying out the Work and/or in consequence of the performance thereof and/or the completion thereof within the framework of this
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Agreement as aforesaid, shall be and shall be treated as, in all respects, Weizmann's exclusive property, and Weizmann alone shall be entitled to make any use whatsoever thereof, at its sole discretion, including, without limitation to the generality of the foregoing, registration of copyright and patents.

- 4.4. Weizmann confirms that all rights pertaining to the Results shall be the Company's exclusive property and the Company at its sole discretion shall be entitled to make any use it, including but not limited to registration of copyrights and patents.

## **5. Limitation of Use, Liability and Indemnification**

- 5.1. It is understood and agreed that Weizmann is a research facility and is not approved as a clinical facility. Thus, the Company undertakes not to make any use of the Results as part of any clinical trials and/or applications of any kind involving human subjects without obtaining all approvals required by law.

- 5.2. The company may sublicense or assign or otherwise transfer the Results (hereinafter: "Transfer") to any third party ("Third Party"), provided that the terms governing the Transfer are consistent with the terms of this Agreement and contain provisions under which said Third Party shall be bound by provisions similar to those in clause 5.1 above relating to necessity of all approvals required by law, and clause 5.3 and 6 below relating to Indemnification and Confidentiality;

it should be clarified that the indemnification obligations of the said Third Party should be given also in favor of, and shall be actionable by Weizmann, any director, officer or employee of Weizmann and that the liability and indemnification undertaking should be in the same form, *mutatis mutandis*, as the provisions of clause 5.3 below.

- 5.3. The Company or any Third Party according to clause 5.2 above, as the case may be, assumes, and shall be solely responsible, for any claims, financial or other in the wake of and/or in consequence of and/or arising from and/or in connection with any use of the Data and Materials and/or the Results whatsoever, either on its part or by others acting on its behalf and/or with its knowledge, in any way or manner whatsoever, or arising from the fact that any or all representations set forth in clause 3.2 above are found to be incorrect (hereinafter: "**Claim**"). The Company shall indemnify and hold Weizmann and any one on its behalf harmless from any Claims (including legal fees), provided that: (i) Weizmann promptly notifies the Company in writing of any Claim or action in respect of which indemnification may be sought hereunder; (ii) the Company has the right to assume sole control of the defense and settlement of such Claim or action at its sole expense; (iii) Weizmann shall cooperate with the Company at the Company's expense in the investigation, defense and/or settlement of such Claim or action; and (iv) in case the Company assumes sole control of the defense and settlement of such Claim at its sole expense, Weizmann shall not make any admissions, concessions or agree to any settlements without the Company's prior written consent.
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## 6. Confidentiality

- 6.1. Should the Parties furnish each other any proprietary information for the purpose of performing the Work (hereinafter: “**Confidential Information**”) such Confidential Information shall be marked as confidential, shall remain the proprietary information of the disclosing Party and shall be used by the Parties solely for the performance of the Work.
  - 6.2. The Results shall be considered as the Company’s Confidential Information.
  - 6.3. Each Party undertakes that the other Party’s Confidential Information as aforesaid shall be disclosed solely to its employees with a need to know such information for the performance of the Work and / or use of Results, as the case may be.
  - 6.4. This undertaking of confidentiality shall not apply to any information that the receiving Party can demonstrate:
    - 6.4.1. was already known to him or was in its possession; or
    - 6.4.2. is in the public domain; or
    - 6.4.3. becomes part of the public domain except due to an infringement of this confidentiality undertaking; or
    - 6.4.4. is received from third parties who were lawfully entitled to disclose such information; or
    - 6.4.5. is independently developed by the receiving Party as can be show by written records.
    - 6.4.6. is required by law, regulation, rule, act or order of any governmental authority or agency to be disclosed by the receiving Party, provided that the receiving Party notifies the disclosing Party prior to such disclosure, so as to afford the disclosing Party a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure. In the event that no protective order or other remedy is obtained, the receiving Party shall furnish only that portion of the Confidential Information which is legally required.
  - 6.5. The Company hereby expressly undertakes not to state Weizmann’s name in any context whatsoever, or in any way or manner whatsoever, with respect to the Results, other than in scientific publications only. Any other publication and/or other reference to Weizmann shall be subject to the Institute’s prior written approval.
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## 7. No Restriction

This Agreement shall not restrict Weizmann from acquiring an interest in, or performing, work or research, or developing technology that can compete with all or any part of the Work. The Company agrees that Weizmann through its commercial arm Yeda Research and Development Co. Ltd. may commercialize and/or explore competitive technologies or materials in their sole discretion.

## 8. Miscellaneous

- 1.1. The provisions of clauses: 4, 5, 6 and 7 will continue to apply notwithstanding the fact that the Agreement expired or was terminated for whatever reason.
- 1.2. Notices pursuant to this Agreement will be delivered to the Weizmann Institute of Science at POB 26 Rehovot 7610001 c/o \_\_\_\_\_
- 1.3. The law governing this Agreement is the Israeli law and any dispute between the Parties that cannot be settled between them amicably will be entertained under the exclusive power of the competent material court in Tel Aviv.

**Authorized signatory on behalf  
of the Company**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Weizmann Institute of Science**

Signature: \_\_\_\_\_

Name: Prof. Mudi Sheves

Date: \_\_\_\_\_

I, the undersigned, \_\_\_\_\_,

Advocate/CPA, acknowledge

that the above agreement was

signed by the authorized signer/s

on behalf of the Company \_\_\_\_\_ (state full name).

\_\_\_\_\_  
Advocate / CPA