



Vice President for
Technology Transfer

The Weizmann Institute Of Science

INTELLECTUAL PROPERTY AGREEMENT FORM¹ For Visiting Scientists

Full Name (in Block Letters)	City, State, Country
Employer	
Hosting Department	Name of Host

I, _____, hereby undertake to be bound by the practice of the Institute relating to inventions, and to act in accordance with such Rules². I further confirm that I am not bound by any obligation which conflicts with, or prevents me from complying with, my above undertaking.

The practices prevailing at the Institute with regard to inventions and discoveries (collectively "inventions") of scientists of the Institute, apply also to the inventions arrived at by any person, during the period of his or her research at the Institute or the use of the facilities of the Institute. In accordance with the rules of the Institute with regard to such inventions:

1. All rights to inventions (including to patents, copyright, designs, plant breeder's rights and other intellectual property rights) vest in the Institute. All inventions by a visiting scientist, should be disclosed by him/her to the Vice President for Technology Transfer of the Institute ("the Vice President") and to Yeda Research and Development Company Limited ("Yeda").
2. Yeda is the body responsible for locating commercial enterprises interested in financing research at the Institute and/or in obtaining licenses to develop inventions of the Institute

¹ To be completed, signed and submitted immediately to the Office of the Vice President for Technology Transfer, The Weizmann Institute of Science, fax: +972-8-9344153, tel: +972-8-9343899.

² "Rules for Intellectual Property and Conflicts of Interests" available from the Office of the Vice President for Technology Transfer.



Vice President for
Technology Transfer

The Weizmann Institute Of Science

having commercial potential and to market products based on such inventions. Yeda is also responsible for negotiating and concluding research and/or license agreements as aforesaid with such enterprises. Consequently, the Institute and the inventors (including visiting scientists) of the relevant inventions assign to Yeda all their rights in relation to such inventions. Such inventors, Yeda and the Institute enter into an inventors agreement (in Yeda's standard form, as it may vary from time to time) which regulates, inter alia, the assignment of rights in the relevant invention to Yeda and the shares of the inventors in royalties or license fees as referred to in 3 below.

3. In the event that Yeda actually receives royalties or other license fees pursuant to a research and license agreement (or license agreement) as referred to above, then, after deduction therefrom of Yeda's expenses, Yeda transfers to the inventors of the relevant invention a certain share of such royalties or license fees, such share being determined in accordance with the Institute's policy prevailing at the time. In the event that the invention was arrived at by more than one co-inventor, then each co-inventor's participation in the aggregate share of all the co-inventors is determined by agreement amongst the co-inventors. In the absence of an agreement amongst the co-inventors, then the respective participation in such share of each co-inventor is determined according to the "Rules for Intellectual Property and Conflicts of Interests".
4. Employees of the Institute (as well as visiting scientists) are bound by an obligation of secrecy in relation to the inventions and applications of research.

Signature of Visiting Scientist: _____ Date: _____

Signature of Host: _____ Date: _____

Signature of VP for Technology Transfer: _____ Date: _____



ראש מינהל המחקר ונושאים אקדמיים
Head, Directorate for Research and Academic Affairs

מכון ויצמן
למדע
76100 רחובות
טלפון 9343860, 9344976
פקס 08 9344492
e-mail: BOAZ.AVRON@WEIZMANN.AC.IL

Weizmann Institute
of Science
76100 Rehovot, Israel
Phone 972 8 9343860, 9344976
Fax 972 8 9344492

Dear Dr.

Re: Visiting Scientist within the framework of research/
Scientific activity at the Weizmann Institute of Science

1. We are hereby pleased to confirm your participation as a Visiting Scientist in the research group of of the Department., in the Weizmann Institute of Science (the "Institute") from
2. During your stay at the Institute as a Visiting Scientist you will be entitled to financial remuneration as agreed between the hosting department and yourself.
3. To remove any doubts, you have agreed, and by your signature below you hereby acknowledge, declare and confirm, that the foregoing does not constitute an employer-employee relationship between the Institute and yourself, and that your activity in the Institute is performed in the capacity of a Visiting Scientist. The Collective employment agreements, collective and/or personal arrangements governing the relationship between the Institute and its' employees shall not apply to you and your activity in the Institute.
4. It is expressly agreed between us, in advance, that should a competent court finally and conclusively establish that an employer-employee relationship has been formed between yourself and the Institute in the course of your visit, then:
 - 4.1. With respect to the period established by the said court as the period during which the employer-employee relationship took place between us (hereinafter: the "Effective Period"), you shall be deemed in all respects as if you were a special-ranking employee of the Institute, as this term is defined in the special collective agreement of 1985.
 - 4.2. Without derogating from any other right of the Institute, your agreed salary for the Effective Period shall be the minimum wage in Israel in proportion to the scope of your activity during your stay at the Institute.
 - 4.3. You shall forthwith refund to the Institute, upon its first demand, any sum you received from the Institute within the scope of the financial remuneration payable to a Visiting Scientist as aforesaid, with interest at the highest rate prevailing at that time in Bank Leumi Le-Israel Ltd. on unauthorized withdrawals in a current account, plus linkage differences as of the date at which you received such remuneration up to actual refund thereof to the Institute.
5. The indication of your name, if at all, as part of the scientific/research team participating in any research or scientific activity shall be in accordance with scientific criteria and in the absolute discretion of the head of the relevant research/scientific activity; however, it is expressly agreed between us that even if your name is indicated as aforesaid, such fact shall not serve as evidence of the existence of any employer-employee relationship between us.

6. Any reference elsewhere to you being an employee of the Institute by any other party shall not serve as evidence of the existence of any employer-employee relationship between us.
7. You are aware, and you hereby agree and undertake, that your stay at the Institute as a Visiting Scientist does not entitle to use the Institute's name independently on any document (such as publications, the Institute's letterhead, and so forth), other than in conjunction with and subject to the approval of a member of the Scientific Personnel of the Weizmann Institute of Science.
8. Under the Institute's procedures, each Visiting Scientist is required to execute an agreement concerning intellectual property. You hereby confirm that you have read and signed the relevant documentation.
9. Since as a non Israeli Visiting Scientist you are not covered under the medical insurance applicable to residents of the State of Israel, we require that you and your family members insure yourselves under adequate medical insurance, via an insurance company in Israel, covering any medical expenses you may require during your stay at the Institute. We wish to draw your attention to the fact that this insurance does not cover certain ailments and/or medical treatments, in respect of which it is recommended to take out additional insurance.
10. Further, we recommend that you take out adequate insurance for equipment and personal effects, as such is not provided by the Institute.
11. Please confirm the foregoing by your signature.
12. We wish you success.

Sincerely,

Boaz Avron
Academic Secretary

I, the undersigned, do hereby confirm that I am a Visiting Scientist at the Weizmann Institute of Science, that I have read the foregoing and have been given the option to receive appropriate explanation with respect to any issue therein, that I have understood the contents thereof and all explanations given to me, and I hereby sign below in acknowledgement of my consent to the foregoing.

Surname and first name

Passport No.

Signature

Date