

Agreement

Entered into in Rehovot this _ day of ____, 2021

By and Between:

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

And:

_____ **P.C** _____

Full Name

_____ **Tel:** _____ **Fax:** _____ **Mail:** _____

Full Address

[“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 _____, at Weizmann to various Work from time to time, as will be discussed and agreed between the parties and specified in a work plan in the format attached herein as an **Appendix A**, which sets out, in detail, all the specifications for the performance and the expected results thereof (hereinafter: the “**Work Plan**”), 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. Weizmann has agreed to carry out the work as described and specified in the Work Plan (hereinafter: the “**Work**”).
- 1.3. The Principal Investigator of the Company (hereinafter: “the PI”) will sign the Work Plan.
- 1.4. 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.
- 1.5. Weizmann undertakes to perform the Work with the required expertise customary at Weizmann and in conformance with generally accepted standards.
- 1.6. 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.

- 1.7. 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.
- 1.8. Within 30 days after 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 commencing 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 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. All payments hereunder will be made within thirty (30) days from the end of the month in which Weizmann has issued to the Company the applicable invoice.
- 2.3. The Company shall notify Weizmann prior to each payment by email (receiptsteam@weizmann.ac.il) or by fax (08-9344119). Late payments will bear interest of Libor + 3% from due date until date of actual payment.
- 2.4. The term of this Agreement is one year as of _____. 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.
- 2.5. Without derogating from the aforesaid, Weizmann has the right to terminate the Work immediately in any of the following cases:
 - 2.5.1. In the event that Weizmann, at its sole discretion has determined that in view of the nature of the activities, which are required for the completion of the Work, the Work should be done as a collaboration rather than a service, and thus, the agreement between the parties should be converted to a collaboration agreement. In such case, the parties will sign a new agreement.

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 “**Chemicals or Biological Materials**”) which shall be brought to Weizmann campus (hereinafter: the “**Campus**”) by the Company – prior to work, the company will specify, prior to bringing the Chemicals or Biological Materials to the Campus, what the Materials are, 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. The Company assumes, and shall be solely responsible, and fully releases Weizmann and anyone on its behalf from any liability or warranty, explicit or implied, in connection with any damage, including indirect, ancillary or consequential damage (hereinafter: “**Damage**”), in the wake of and/or in consequence of and/or in connection with and/or arising from the fact that any or all representations set forth above are found to be incorrect; and / or Damage caused by use of the Data and Materials for the performance of the Work; and /or any other use thereof.
- 3.4. In case that the Work requires the use of a third party's materials or know-how, the parties will inform each other of such need. Such use will be subject to all terms and restrictions according to this Agreement (including: the performance of the Work, the Results, the allocation of rights in the Results or other intellectual property).
- 3.5. It should be made clear that Weizmann does not undertake to retain or save any information and/or Data and / or Materials after completion 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 either 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 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 without the prior written consent of Weizmann.

- 5.2. The company may license, assign, or otherwise transfer the Results (hereinafter: **“Transfer”**) to any third party (hereinafter: **“Transferee”**), provided that in the event that such Transfer is part of a transaction which grants the Transferee the rights to the Company’s assets (either by virtue of license, M&A, sale of equity, or the like) (hereinafter: **“Full Transfer”** and **“Full Transferee”**, respectively), then the terms governing such Full Transfer shall be consistent with the terms of this Agreement and shall contain provisions under which the Full Transferee shall be bound by provisions similar to those in clause 5.1 above (relating to necessity of all approvals required by law), clause 5.3 (relating to Indemnification), and clause 8 (relating to Confidentiality).
- 5.3. The Company or any Third Party, as the case may be, assumes, and shall be solely responsible, for any claims. and fully releases Weizmann from any, financial or other liability 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 are found to be incorrect (hereinafter: **“Claim”**). The Company shall indemnify and hold Weizmann and any one on its behalf, including any director, officer or employee of Weizmann, 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.

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 Weizmann's prior written approval.

7. No Restriction

- 7.1. 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

- 8.1. The provisions of clauses: 3, 4, 5, 6 and 7 will continue to apply notwithstanding the fact that the Agreement expired or was terminated for whatever reason.
- 8.2. Notices pursuant to this Agreement will be delivered to the Weizmann Institute of Science at POB 26 Rehovot 7610001, and respectively to _____
- 8.3. 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

Weizmann Institute of Science

Signature: _____

Signature: _____

Name: _____

Name: Prof. Irit Sagi

Date: _____

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