

Agreement for the Conduct of Research

This Agreement for the Conduct of Research (the “**Agreement**”) is entered into as of _____ (“**Effective Date**”) by and between **Yissum Research Development Company of the Hebrew University of Jerusalem Ltd.** of Hi-Tech Park, Edmond J. Safra Campus, Givat Ram, P.O.B 39135, Jerusalem 91390, Israel (“**Yissum**”) and _____ of _____ (“**Company**”); (each of Yissum and the Company, a “**Party**”, and collectively the “**Parties**”).

Yissum and the Company hereby agree to all of the following terms and conditions:

1. **The Research:** The Company hereby requests that the following research be performed via Yissum: [*Title of the Research*] (the “**Research**”). The objectives and specifications of the Research shall be detailed in the protocol attached hereto as **Appendix A** (the “**Research Protocol**”), which shall constitute an integral part of this Agreement.
2. **Time Schedule:** The Research is to be performed in accordance with the following time schedule:
Start on: [*Starting date*]
Complete on: [*Completion date*] (the “**Research Period**”).
3. **The Researcher(s):** The Research will be performed by or under the control and supervision of _____ of the Hebrew University of Jerusalem (the “**University**”) or such other qualified person as may be determined and appointed from time to time by Yissum (the “**Researcher(s)**”).
4. **The Scientific Report:** The scientific report that will be required as a result of the Research rendered will be presented directly to the Company by the Researcher(s) within 14 (fourteen) days of the end of the Research Period (the “**Scientific Report**”). The Company acknowledges that no financial report will be given by Yissum.
5. **The Consideration:** In consideration for provision of the Research and the Scientific Report, the Company shall be obligated to pay Yissum the total sum of NIS _____ [*Insert amount in NIS both numbers and words*] (inclusive of overhead), plus any applicable value added tax (the “**Research Fee**”). The specific budget items that make up the Research Fee are detailed in **Appendix B** and constitute an integral part of this Agreement. Because the allocation of expenses in the budget is based on expected expense categories and an expected allocation of specific expenses within each category, such categories and the allocation of expenses among the various expense categories may be modified by the Researcher(s) where reasonably necessary or appropriate during the Research Period, it being agreed, however that the aggregate Research Fee shall not be increased without the written consent of the Company.

The Company shall pay the Research Fee on the following dates:

- i. NIS _____; on the Effective Date;
- ii. NIS _____; on _____; and
- iii. NIS _____; on _____

The commencement of the Research shall be conditioned upon receipt by Yissum of the first payment set forth above. Payment shall be made upon the presentation of an invoice. Payments may be made by check or by wire transfer to the following account:

Name of Bank: Hapoalim
Bank Key: 12
Bank's address: Harokmim 26, Holon, Israel
Branch: Holon Service Center - 436
Bank account Number: 12-436-142-155001
Swift Code: POALILIT
IBAN: IL56-0124-3600-0000-0155-001 (if required for payment from any country)

The Company shall always use the payment information provided above. The Company shall not accept any changes in respect of the payment route or bank account details that are received via email, facsimile or by other means of communication, including, without limitation, any invoice or other written request for payment, unless such changes are set forth in an amendment to this Agreement on the letterhead of Yissum signed by its Chief

Financial Officer or Controller. If the Company breaches this provision, it shall bear any financial loss or other consequences arising therefrom and shall indemnify Yisum for any such loss or damages that may be incurred by Yisum.

In the event that the Company fails to pay an invoiced amount in a timely manner, Yisum shall be entitled to add to the unpaid invoiced amount an additional amount equal to annualized interest of Prime (as determined by the Bank of Israel) plus 5% (five percent), together with exchange rate differentials, if any.

6. **Intellectual Property:** It is hereby agreed that the Company retains ownership in its Confidential Information, as defined below, and in all its intellectual property rights related thereto. In addition, any intellectual property belonging to either the Company or Yisum prior to the execution of this Agreement will remain the sole property of either the Company or Yisum, respectively.

All data generated from the provision of the Research, including the Scientific Report, which are specifically required and contemplated under the Research Protocol, shall be owned by the Company upon full payment of the Research Fee (the “**Company Data**”). It is hereby clarified that neither the conduct of the Research under this Agreement nor the results of the Research are required or expected to result in any patentable invention related to the Company Data on which the Researcher would be considered an inventor.

7. **Confidentiality:** Yisum and the Researcher(s) agree to maintain the confidentiality of any information disclosed to them by the Company in connection with the Research, which the Company identifies as confidential at the time of disclosure (“**Confidential Information**”), and not to make public any such Confidential Information without the prior written permission of the Company. This undertaking shall not apply to Confidential Information that is in the public domain at the time of disclosure or thereafter enters the public domain through no fault of Yisum or the Researcher(s); or that the Researcher(s) can show, by contemporaneous written evidence, was already known to such Researcher(s) at the time of disclosure; or that is provided to Yisum or the Researcher(s) on a non-confidential basis by a third party having no obligations of confidentiality to the Company; or that is independently developed by an employee of the University who is not the Researcher(s). In addition, Yisum or the Researcher(s) shall be entitled to disclose Confidential Information pursuant to a valid judicial or administrative order, provided that they shall provide prompt notice to the Company of their receipt of such an order to allow the Company to seek relief against such order.
8. **Publications:** The Researcher(s) will be permitted to publish information regarding the Researcher(s) technical work connected to the Research provided that the Researcher(s) first submits the publication to the Company. The Company may reasonably withhold its consent to such publication solely to delete sensitive Company-owned Confidential Information or to allow for the filing of patent applications or similar intellectual property protection on any of the Company’s intellectual property that might appear in the proposed publication, provided however that in no event will such Company consent be withheld for a period longer than 90 (ninety) days from the day that the Researcher first submitted the said publication to the Company, after which time the publication will be automatically permitted.
9. **Use of Names:** The Company shall not make any use of any kind of the name of the Researcher(s) and/or Yisum and/or the University without the prior written consent of Yisum, which consent shall not be unreasonably withheld.
10. **Relationship of the Parties:** The Parties do not stand in a relationship of employer-employee. The relationship between the Parties shall be that of requester – independent contractor.
11. **Governing Law:** This Agreement will be governed by the laws of the State of Israel and any dispute arising from this Agreement shall be submitted to the exclusive jurisdiction of the competent courts of Jerusalem, Israel [*Option: delete exclusive jurisdiction of Jerusalem courts – and add **Dispute Resolution** to the heading and the following provision:* In all cases in which a dispute arises between the Company and Yisum in connection with this Agreement or any rights or obligations arising hereunder, a single arbitrator shall be chosen by mutual agreement to decide the dispute, and in the absence of mutual agreement, an arbitrator shall be appointed at the request of either Party by the President of the Jerusalem District Court. The arbitration and decision of the arbitrator shall be governed solely by Israeli substantive law, without application of Israeli procedural law requirements or any conflict of law principles, and shall be a final disposition of the matter, not subject to appeal. The arbitration proceedings shall take place in Jerusalem, Israel, and shall be conducted in the English language, unless the Parties agree otherwise at the time of the arbitration. This Section 11 shall be deemed an arbitration agreement for the purpose of the Israeli Arbitration Law, 1968.]

12. **Disclaimer of Warranty, Liability and Indemnification:**

- (a) Nothing contained in this Agreement shall be construed as a warranty on the part of Yissum or the University that any inventions or other results will be achieved by the Research, or that the results of the Research, if any, are or will be of commercial or scientific value to the Company.
- (b) Yissum and the University, and their respective affiliates, officers, directors, employees, researchers (including, the Researcher(s)), agents and contractors, (collectively, the “**Indemnitees**”), shall not be liable for any claims, actions, demands, losses, damages, liabilities, costs and expenses (including, without limitation, legal fees and litigation costs) (collectively, “**Claims**”) made, brought or suffered by the Company, any of the Indemnitees or by any third parties arising from any exploitation or use of the results of the Research (including, without limitation, any Company Data).
- (c) In the event of any third party Claims are brought against any of the Indemnitees as set out above, the Company shall indemnify, defend and hold harmless the relevant Indemnitees from and against any and all such Claims.

13. **Termination:**

- (a) Unless terminated in accordance with the provisions of this Agreement, the term of this Agreement shall end upon the presentation of the Scientific Report.
- (b) Each Party shall be entitled to terminate this Agreement in the event of a breach by the other Party of its obligations under this Agreement, including, but not limited to, any payment failure, which is not remedied by the breaching Party within 30 (thirty) days of receipt of written notice from the non-breaching Party.
- (c) If the Agreement is terminated prior to the end of the Research Period, all amounts paid under this Agreement up to the date of termination shall be considered as non-refundable.
- (d) Sections 6, 7, 8, 9, 11, 12, this Section 13(d) and 19 as well as any other provisions that, by their meaning or intent, are intended to endure beyond termination or expiry of this Agreement, shall survive termination or expiry of this Agreement to the extent required to effectuate the intent of the Parties as reflected in this Agreement.

14. **Force Majeure:** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party and without fault of such Party, including, without limitation, fires, earthquakes, floods, embargoes, pandemics, epidemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances (except of such Party's personnel), acts of God, or acts, omissions or delays in acting by any governmental authority, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

15. **Agreements with the Researcher(s):** The Company shall not enter into any new agreement or arrangement of any kind with the Researcher(s) without Yissum's prior written consent.

16. **Assignment:** No Party may transfer or assign or endorse its rights, duties or obligations pursuant to this Agreement to a third party, without the prior written consent of the other Party, which consent shall not be unreasonably denied, conditioned or delayed.

17. **Binding Effect:** This Agreement shall be binding upon the Parties once executed by the authorized signatories of both Parties and shall enter into force and become effective as of the Effective Date. The Company warrants that the person or persons signing this Agreement is/are authorized to bind the Company.

18. **Entire Agreement:** This Agreement constitutes the full and complete agreement between the Parties and supersedes any and all agreements or understandings, whether written or oral, concerning the subject matter of this Agreement, and may only be amended by a document signed by both Parties.

19. **Notices:** Any notice or communication sent by either a Party to the other Party pursuant to this Agreement shall be in writing and shall for all purposes be deemed to be fully given and received on the first business day on or after which it is received by personal delivery, prepaid registered airmail, return receipt requested, or facsimile or electronic mail (with confirmation of receipt), addressed to the Party to be notified at the address of such Party as set forth below.

To Yissum:
Hi Tech Village
Edmond J. Safra Campus, Givat Ram
Jerusalem 91390 Israel
Att: _____
Email: generalcounsel@yissum.co.il

To the Company:

Att: _____
Email: _____

20. **Counterparts:** This Agreement may be executed in any number of counterparts (including counterparts transmitted by facsimile and by electronic mail), each of which shall be deemed an original, but all of which taken together shall be deemed to constitute one and the same instrument.

[Signatures on next page]

[Company Name]

**Yissum Research Development Company
of the Hebrew University of Jerusalem Ltd.**

By: _____

By: _____ and _____

Name: _____

Name: _____

Title: _____

Title : _____

Researcher's Agreement:

I the undersigned, Prof. _____, of the Hebrew University of Jerusalem, have reviewed, am familiar with and agree to all of the above terms and conditions. I confirm that I have received all permissions and approvals necessary for me to perform the Research. I hereby undertake to fully cooperate with Yissum in order to ensure its ability to fulfill its obligations hereunder, as set forth herein.

Signature: _____

Date: _____

Prof. _____

Appendix A

The Research Protocol

Appendix B

A budget for the Research, including at least the following categories:

- a. Personnel***
- b. Materials (Consumables)***
- c. Equipment***
- d. Miscellaneous***
- e. Any specific expenses that do not fall within one of the previous categories***