

MATERIAL AGREEMENT

(This agreement covers all deliverable research results such as Lab animals, Antibodies, Cells, Tissues, Peptides, Plasmids, Software, or Small Molecules)

This Agreement is made this _____ day of _____, 200_

between

_____ (I.C. No. -----)

of: _____

("the Chief Investigator")

_____ (I.C. No. -----)

of: _____

jointly and severally (collectively, **"the Researchers"**) of the first part;

and

THE WEIZMANN INSTITUTE OF SCIENCE (**"Institute"**), of the second part;

of: _____

and

YEDA RESEARCH AND DEVELOPMENT CO. LIMITED (**"Yeda"**), of the third part,
of P.O. Box 95 Rehovot 76100 Israel

WHEREAS the Researchers have jointly discovered, made, arrived at and/or developed _____, Yeda internal reference number M____ (**"the Research Result"**); and

WHEREAS the Researchers are/were employees of the Institute or students, post-docs, guest scientists or other persons who have participated in

research at the Institute headed by the Chief Investigator in the course of which the Research Result was discovered, made, arrived at and/or developed; and

WHEREAS by operation of Israeli law, terms of employment or other agreements and the rules of the Institute known as the "Rules of Intellectual Property and Conflict of Interests (version 2001), as amended from time to time ("**the Rules**") and by agreement between Yeda and the Institute, the ownership of the Research Result and of all intellectual property relating to such Research Result vests and shall vest in Yeda; and

WHEREAS by agreement with the Institute and pursuant to the Rules, Yeda engages in the marketing and commercialization of all intellectual property generated at the Institute, including the Research Result; and

WHEREAS Yeda alone is entitled, in its discretion, to take all actions relating to the protection of intellectual property relating to the Research Result and their commercialization including actions relating to the recognition, recordal and protection of the Research Result and rights therein (collectively, "**protection actions**"),

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Researchers acknowledge and confirm that all right, title and interest in the Research Result and all intellectual property relating thereto vests and shall vest in Yeda. The Researchers and the Institute each undertake, upon Yeda's request from time to time, at no charge to Yeda, to execute and deliver to Yeda all documents, including, without limitation, instruments of conveyance, transfer, assignment and confirmation and to take such other steps and render such assistance as Yeda may deem necessary, in order effectively to transfer, assign, convey, vest and confirm in and to Yeda the ownership of the Research Result (and related intellectual property), or in order to enable Yeda to take any

protection action with respect to the Research Result, including—without limitation—the prosecution or defence of any litigation and proceedings relating to the Research Result. Without derogating from the generality of the foregoing, on signature hereof, the Researchers shall execute the Deed of Assignment in the form of **Appendix A** hereto. All costs and expenses incurred in taking any of the said actions shall be borne by Yeda.

2. The Researchers shall cooperate with Yeda and/or its representatives with regard to the preparation and prosecution of protection actions relating to the Research Result, including by signing all documents which Yeda and/or its representative shall request them to sign, from time to time, for the said purpose.
3. (a) The Researchers undertake to keep confidential and not to divulge or disclose or allow access to the Research Result or any portion thereof or any information relating or relevant thereto to any third party, except and to the extent that they are instructed or authorized to do so by Yeda. The obligation of confidentiality shall not apply to any portion of the Research Result which is in the public domain, nor shall it apply to scientific publications, the contents of which have been approved by Yeda prior to publication. Such approval shall not be withheld or delayed unreasonably and, except to the extent such publications shall prejudice the possibility of obtaining or maintaining protection for the Research Result, Yeda shall endeavor to assist the Researchers in facilitating such publications.
- (b) Further, if the Research Result is in any tangible or material form, including any magnetic or electronic form or is incorporated or embodied in any material object or device, the Researchers undertake, without derogating from subclause 3(a) above, not to transfer, deliver, transmit or communicate the Research Result or any such object or device to any third party, except to the extent they are instructed or authorized to do so by Yeda. Such approval shall not be withheld or delayed unreasonably.

4. The Researchers shall cooperate with Yeda in commercial negotiations conducted by Yeda concerning the Research Result and assist Yeda in such negotiations by providing advice and information within the scope of their scientific or professional expertise, all as may be required by Yeda. The Researchers shall disclose to Yeda promptly any information which may be relevant to the commercialization of the Research Result, including, but not limited to, information concerning the relations between the Researchers and commercial and industrial companies, prior commitments by the Researchers, and the identity of entities which have funded the research leading to the Research Result. The Researchers will refrain from conducting commercial negotiations. Yeda will keep the Researchers informed of the negotiations and the developments relating to the commercialization efforts.
5. The Researchers declare that to the best of their knowledge all those who are entitled to be included as Researchers in this Agreement are indeed included. The Researchers agree that the relative contributions of the Researchers to the Research Result are properly reflected in **Appendix B** hereto and, on signature hereof, the Researchers shall execute the document, the form of which is Appendix B hereto.
6. (a) The Researchers acknowledge that in the event results are obtained in the course of further research at the Institute and such results constitute an improvement in the Research Result or a modification thereof, then the persons responsible for such improvement or modification shall become additional Researcher parties to this Agreement (if they are not already parties hereto) and the relative contributions of the Researchers as specified in Appendix B hereto shall be adjusted so as to reflect such improvement or modification (whether or not additional Researchers have become parties to this Agreement). In such event, the Chief Investigator shall propose the additional Researcher parties to this Agreement (if any) and the appropriate adjustment of relative contributions of the Researchers and submit such proposal to all the Researchers (including any additional Researchers), the Institute and Yeda, for their approval.

- (b) In the event there is a dispute as to whether any such improvement or modification in the Research Result has been made and/or as to the identity of the persons responsible therefor and/or as to the appropriate adjustment of the relative contributions of the Researchers and/or otherwise with respect to the implementation of subclause 6(a) above, the dispute will be solved as follows: The Vice President of the Institute for Technology Transfer will first try to resolve the dispute after consultation with an ad-hoc advisory committee consisting of Institute and/or non-Institute employees. His solution will be subject to the approval of the President of the Institute. In the event that the solution still does not lead to a duly signed agreement, the President of the Institute will consult with an ad-hoc advisory committee which will include members of the Board of Governors of the Institute and then reach a decision which shall be final and binding on all the Researchers.
- (c) The procedure described in subclauses 6(a) and 6(b) above is subject to change in the future, so as to reflect any change in the Rules.
7. The Researchers acknowledge that in the event of entry by Yeda into an agreement with a third party for commercialization of the Research Result, a Team Agreement will be executed by the Researchers and any other persons who shall participate in the performance of any research included in the agreement with the third party, such Team Agreement to specify the respective entitlements of all the said Researchers and other persons to a share of consideration received by Yeda under the agreement with the third party. It is understood that such Team Agreement shall reflect this agreement (as amended, if amended), subject to modifications necessary, having regard to the respective contributions of the Researchers and other persons, *inter alia*, in the performance of the contemplated research. In the event of a dispute preventing signature of the Team Agreement, the provisions of clause 6 above shall apply, *mutatis mutandis*.
8. Any notice or other communication required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have

been served: (i) if personally delivered, when actually delivered; or (ii) if sent by facsimile, the next business day after receipt of confirmation of transmission; or (iii) 10 (ten) days after being mailed by certified or registered mail, to the respective addresses of the parties mentioned above or as otherwise updated by the parties in writing.

9. This Agreement shall bind the heirs, guardians, administrators, executors and legal representatives of the Researchers.
10. This Agreement shall come into effect upon the date that the signature of this Agreement by all parties thereto is completed.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATE FIRST APPEARING ABOVE.

Signature of the Weizmann
Institute of Science

Signature of the
Researchers

Chief Investigator

Signature of Yeda Research
and Development Co. Ltd.

Appendix A

ASSIGNMENT

In consideration of the sum of One New Israel Shekel and other good and valuable consideration paid to each of the undersigned, the receipt of which is hereby acknowledged, I/we

1. _____, I.D. _____, _____(address)

2. _____, I.D. _____, _____(address)

hereby sell, assign and transfer to

YEDA RESEARCH AND DEVELOPMENT CO. LTD. ("YEDA")

a company registered under the laws of Israel having its place of business at The Weizmann Institute of Science, P.O. Box 95, Rehovot 76100, Israel

its successors, assignees, nominees, or other legal representatives, my/our entire rights, title and interest in and to:

("the Research Result")

discovered, made, arrived at and/or developed by

1. _____

2. _____

including the right to take all and any action with respect to the Research Result and all rights therein, including—without limitation—actions relating to the recognition, recordal and protection of the Research Result and the rights therein (collectively, "**protection action**") in any and all countries of the world and hereby authorize and request any official of any country or countries whose duty it is to grant such recognition, recordal and protection, to grant same to YEDA, its successors, assignees, nominees or other legal representatives, as assignee of the entire interest. I/we covenant that I/we have the full right to convey the entire interest herein assigned and that I/we have not executed and will not execute any agreement in conflict herewith, and agree to sign all lawful papers, make all rightful oaths and do all lawful acts requisite for such protection action and I/we further covenant and agree that I/we will, at any time upon request of YEDA, do everything possible to aid YEDA, its successors, assignees, nominees or other legal representatives, to pursue

any such protection action in all countries, all without further consideration but at the expense of YEDA, its successors, assignees, nominees or other legal representatives.

I/we covenant that this assignment is in my/our name, in the name of my/our executor, administrator, heir(s), and/or anyone who shall be, or act in, my/our stead.

1. _____

2. _____

Dated this _____ of _____, 2001

Appendix B

Contributions of Researchers to the Research Result

1. The following list includes all the personnel who have made a direct contribution specific to the Research Result, in the course of arriving at the Research Result (“**Researchers**”) and specifies their relative contributions (in percentages) to the Research Result:

1.1.	_____	_____	%
1.2.	_____	_____	%
1.3.	_____	_____	%
1.4.	_____	_____	%

2. The Researchers declare that all those who are entitled to be included in the above list as Researchers are indeed included therein.
3. The Researchers acknowledge that the list of Researchers and their relative contributions to the Research Result as stated above is subject to amendment pursuant to clause 6 of the Agreement to which this is Appendix B.
- [4. The rights of the Researchers to receive considerations from any future commercialization of the Research Result shall be regulated in a Team Agreement between Yeda, the Researchers and the WIS, as provided in clause 7 of the Agreement to which this is Appendix B.]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR SIGNATURES AS OF THE DATE FIRST MENTIONED ABOVE

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____