

PATENT AGREEMENT

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

between

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

of: _____

(“the Chief Investigator”)

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

of: _____

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

of: _____

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

of: _____

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

of: _____

jointly and severally (collectively, with the chief investigator, **“the Inventors”**) of the first part;

and

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

of P.O. Box 26, Rehovot 76100, Israel

and

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

WHEREAS the Inventors have jointly made an invention entitled
_____ (“the Joint Invention”);
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 Invention
and of all intellectual property relating to such Invention vests and shall vest
in Yeda; and

WHEREAS The Inventor/s are employee/s of the Institute as well as any persons who are
not Institute employees who use the Institute facilities, including students and
post-docs, and all guest scientists who perform any task or participate in any
research at the Institute laboratories or other facilities (“the Scientists”), who
are considered as inventor/s under the Israeli Patent Law, 1967; and

WHEREAS by agreement with the Institute and pursuant to the Rules, Yeda engages in the
marketing and commercialization of all intellectual property discovered,
arrived at or developed by Scientists as a consequence of, and/or during the
period of, their employment at, or other relationships with, the Institute,
including the Invention; and

WHEREAS Yeda alone is entitled, in its discretion, to file in its name, patent applications
and other applications for intellectual property rights with regard to the
Invention (collectively, “patent applications”),

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

1. The Inventors acknowledge and confirm that all right, title and interest in the Invention and all intellectual property relating thereto vests and shall vest in Yeda. The Inventors 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 Invention (and related intellectual property), or in order to enable Yeda to prosecute or defend any litigation and proceedings relating to the Invention. Without derogating from the generality of the foregoing, on signature hereof, the Inventors 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 Inventors shall cooperate with Yeda and/or its representatives with regard to the preparation and prosecution of patent applications relating to the Invention, including by signing all documents which Yeda and/or its representative shall request them to sign, from time to time, for the said purpose. The Inventors acknowledge that all patent applications shall be filed in the name of Yeda, except in cases where Yeda deems it necessary that the patent applications be filed in the name of the Inventors and then assigned to Yeda. Where a patent application has been filed in the name of the Inventors, the Inventors shall cooperate with Yeda and its representatives, at their request, in effecting the assignment to Yeda.
3. Prior to filing patent application/s regarding the Invention, the Inventors undertake to keep confidential and not to divulge or disclose the Invention or any portion thereof or any information relating or relevant thereto, 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 Invention 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 patent or other similar protection for the Invention, Yeda shall endeavor to assist the Inventors in facilitating such publications.

4. Once patent application/s regarding the Invention are filled, the Inventors undertake that prior to any scientific publication of new material, data or information relevant to the Invention they shall disclose such publication to Yeda for its review, in order to determine whether it is necessary to take any additional patenting activities. Furthermore, prior to the patent application formal publication the Inventor/s shall not disclose its content to a commercial entity without Yeda's prior consent.
5. The Inventors undertake to keep laboratory notebooks relating to the Invention (the "**Laboratory Notebooks**") in their possession at the Institute or in the Institute archives until the expiration of the last patent filed in respect of the Invention. Laboratory Notebooks should not be disclosed to any third party. Laboratory Notebooks should only be discarded after consultation with Yeda.
6. The Inventors shall cooperate with Yeda in commercial negotiations conducted by Yeda concerning the Invention 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 Inventors shall disclose to Yeda promptly any information which might be relevant to the commercialization of the Invention, including, but not limited to, information concerning the relations between the Inventors and commercial and industrial companies, prior commitments by the Inventors, and the identity of entities which have funded the research leading to the Invention. The Inventors will refrain from conducting commercial negotiations. Yeda will keep the Inventors informed of the negotiations and the developments relating to the commercialization efforts.
7. The Inventors declare that to the best of their knowledge all those who are entitled to be included as Inventors¹ in this Agreement are indeed included.
8. (a) The Inventors acknowledge that in the event results are obtained in the course of further research by Scientists as a consequence of, and/or during the period of, their employment at, or other relationships with the Institute, and such results constitute an improvement in the Invention or a modification thereof, then the persons responsible for

¹ An inventor is a person/entity who contributed directly to the "Inventive Progress" of the Invention. Inventive Progress shall mean a progress that is not obvious to an average specialist in the field of Invention according to the common knowledge known prior to the patent application filing date.

such improvement or modification shall become additional inventor parties to this Agreement (if they are not already parties hereto) and the relative contributions of the Inventors as specified in Appendix B hereto shall be adjusted so as to reflect such improvement or modification (whether or not additional Inventors have become parties to this Agreement). In such event, the Chief Investigator shall propose the additional inventor parties to this Agreement (if any) and the appropriate adjustment of relative contributions of the Inventors and submit such proposal to all the Inventors (including any additional inventors).

(b) In the event there is a dispute as to whether any such improvement or modification in the Invention 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 Inventors and/or otherwise with respect to the implementation of subclause 8(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 Inventors.

(c) The procedure described in subclause 8(b) above is subject to change in the future, so as to reflect any change in the Rules.

9. Attached hereto as **Appendix B** is a letter describing the Scientists (including the Inventors) who contributed to the Invention and their relative contributions.
10. 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.

11. This Agreement shall bind the heirs, guardians, administrators, executors and legal representatives of the Inventors.
12. This Agreement shall come into effect upon the date that the signature of this Agreement and its appendices 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 Yeda Research and Development Co. Ltd.

Signature of the Inventors

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____

Signature _____

Date _____

DRAFT

Appendix A

ASSIGNMENT

In consideration of the sum of One 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.C. _____, _____(address)
2. _____, I.C. _____, _____(address)
3. _____, I.C. _____, _____(address)
4. _____, I.C. _____, _____(address)
5. _____, I.C. _____, _____(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 Invention (as defined below):

 (“the Invention”)

invented by

1. _____
2. _____
3. _____
4. _____
5. _____

and the Patent Application that **was/will be filed in Israel/the United States** and all original and reissued patents granted therefor and all divisions, continuations, substitutions, and renewals thereof, including the subject matter of any and all claims which may be obtained in any such patent, and the right to apply for and obtain patents in other countries and in and to any Letters Patent which may be granted thereon in such countries and authorize and request the Commissioner of Patents in **Israel/ the United States** and any official of any country or countries foreign to **Israel/ the United States** whose duty it is to issue patents on applications as aforesaid, to issue the said letters patent to the said 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 patent applications 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 apply for, obtain and enforce patent protection for the Invention 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.

Notwithstanding the date hereof, this Assignment shall be deemed to have applied with respect from the date in which the first patent application was filed.

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Appendix B

Contributors to the Invention

1. The following list includes all the Scientists (Inventors and others) who have made a direct contribution specific to the Invention, in the course of arriving at the Invention (“Contributors”) and specifies their relative contributions (in percentages) to the Invention:

1.1. Name, I.C.	_____	_____	%
1.2. Name, I.C.	_____	_____	%
1.3. Name, I.C.	_____	_____	%
1.4. Name, I.C.	_____	_____	%
1.5. Name, I.C.	_____	_____	%

2. The Contributors declare that all those who are entitled to be included in the above list as Contributors are indeed included therein.
3. The Contributors acknowledge that the list of Contributors and their relative contributions to the Invention as stated above is subject to amendment pursuant to clause 7 of the Agreement to which this is Appendix B.
4. The Contributors acknowledge that in the event of entry by Yeda into an agreement with a third party for commercialisation of the Invention, a Team Agreement will be executed by the Contributors, and other Scientists who shall participate in the performance of any research included in the agreement with the third party, such agreement to specify the respective entitlements of all the said Contributors 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 Appendix B to the Patent Agreement (as amended, if amended), subject to modifications necessary, having regard to the respective contributions of the Contributors and other Scientists, *inter alia*, in the performance of the contemplated research. In the event of a dispute preventing signature of the Team Agreement, the provisions of clauses 7(b) and 7(c) above shall apply, *mutatis mutandis*.

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

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____