AGREEMENT

Is entered into as of the last date of execution on the signature page,
between

The Medical Research, Infrastructure and Health Services Fund of the Tel Aviv Medical Center
6 Weizmann St, Tel Aviv, Israel ("**the Fund**"), on behalf of Dr. _____
(the "**Fund Investigator** "),

And

_____ ("**Institution**"), on behalf of _____
(the "**Institution Investigator**"),

(The Fund Investigator and the Institution Investigator shall be referred to together as the "**Investigators**").

WHEREAS the parties wish to conduct a research in the field of _____ , all as detailed in this Agreement.

WHEREAS each of the parties at its own cost and expense shall perform the activities relating to it in the research plan attached as **Appendix "A"** hereto (hereinafter the "**Research Plan**" or the "**Research**").

NOW THEREFORE IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. <u>THE PREAMBLE AND PRECONDITION</u>:

1.1. The Preamble to this Agreement and all its addenda constitute an integral part thereof.

1.2. It is a condition precedent to the validity of this Agreement that this Agreement shall come into effect only after approval is received from the Fund's Helsinki Committee.

2. <u>The Research</u>

2.1. The Investigator nominated by the Fund to perform the Research shall be Dr. _____, who shall serve as Principal Investigator of the Research and the Investigator nominated by Institution shall be Prof. _____.

2.2. All parties undertake to perform their part in the Research in compliance with the following: (1) the Research Plan, (2) the instructions and the terms specified in the approval of the Helsinki Committee, and (3) all applicable laws, rules and regulations of the State of Israel regulating such studies.

3. The Study Materials

3.1. The Fund Investigator, at the Fund's sole cost, shall be responsible for preparing and delivering to the Institution Investigator human blood samples described in the Research Plan (hereinafter: the "**Materials**"), to the extent available, of sufficient quality and quantity to allow the Institution Investigator to perform the Institution's part of the Research.

3.2. Once the Institution Investigator has taken delivery of the Materials, he shall commence the scientific work, as described in the Research Plan. For the avoidance of doubt, the Institution shall be responsible for all costs of the scientific work to be performed by the Institution Researcher.

3.3. Institution hereby undertakes as follows with regards to the Materials:

3.3.1 The transfer of Materials shall be carried out strictly under the terms of the present Agreement.

3.3.2 The Materials are to be used by the Institution only for the Research as defined above, and only within the laboratories of the Institution.

3.3.3 The Materials shall not be used for any purposes other than those specifically denoted herein. Particularly, the Materials shall not be utilized in, or co-mingled with, any other research project or program ongoing now or in the future in the laboratories of the Institution, whether or not it was funded by any other private or public party, with the exception of the Research, as defined in this Agreement.

3.4. Control of Materials. The Institution shall retain control over the Materials and shall not transfer the Materials to any third party without the prior written approval of the Fund. For the purposes hereof, “third parties” shall not include those employees and consultants of the Institution who will be involved in the handling, testing and/or evaluation of the Materials as contemplated under this Agreement, provided such employees and consultants have entered into written confidentiality agreements required under Section 6. The Materials shall remain the property of the Fund, and the Fund shall be given written notice of

the transfer of the Materials to any facility of the Institution, other than the facility to which they are initially delivered. Upon termination of this Agreement, as detailed in Section 9, the Institution shall discontinue its use of the Materials and shall, upon the written request of the Fund, return any unused Materials to the Fund and/or destroy the Materials.

3.5. Disclaimer of Warranty. The Materials are being made available only to facilitate the Research as set forth in this Agreement. THE MATERIALS ARE BEING SUPPLIED WITH NO WARRANTIES, EXPRESS OR IMPLIED, AND THE FUND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

4. Publications

The Investigators shall co-author publications relating to the Invention, as is academically appropriate, only with the written approval of both the Fund and the Institution. The Investigators shall give each of the Fund and the Institution advance notice of any intent to publish any information relating to the Invention and/or the Research, not being in the public domain, and shall furnish them with a copy of the contemplated publication at least 30 days before making any such disclosure, in order to allow the both parties to evaluate patent protection in respect thereof and decide whether or not to file one or more patent applications.

5. Title

Title to all of the Materials shall remain in the Fund. The parties agree that any right, title and interest in and to any invention resulting from the Research and any ensuing patents or patent applications generated from the collaboration between the Fund and the Institution ("**Invention**") shall vest solely in the Institution. Inventorship in the Invention will be determined according to U.S. patent law. Moreover, should the parties decide to file any patents arising from the Research, the parties shall sign an Inter-Institutional Agreement ("**IIA**") that will govern the administration and commercialization of such patents, including, without limitation, the following principles: (a) commercial activities in respect of such patents shall be administered solely by the Institution, and the Fund shall be kept informed of developments in connection therewith; (b) the Fund shall notify the Institution of any licensing opportunity for such patents, and shall not enter into any agreement for the commercialization of such patents other than as arranged by the Institution; (c) the

Institution shall be responsible for negotiating the commercial terms of any commercial agreements covering such patents; and (d) the Institution shall also lead the prosecution activities in connection with any such patents; (e) the Fund will receive 7.5% (seven and a half percent) of all payments actually received by the Institution from commercialization and/or sale of the Invention, after the deduction and repayment of any documented, but previously unreimbursed, out-of-pocket patent expenses incurred in connection with the Invention by the Institution. In addition, the Institution may deduct from such payments any sums it granted or loaned to its inventor/s for the purpose of increasing the marketability of the Invention. For the avoidance of doubt, research funding received from a licensee shall not be regarded as payment from commercialization of the Invention.

6. Confidentiality

6.1. Each party agrees to use any confidential information of the other, including, without derogation from the generality of the aforesaid, any biological materials, techniques, business plans, or other financial, technical or business information of the other party solely for the purpose of this Agreement.

6.2. Each party agrees to treat all information received from the other in strict confidence, and to divulge it only to those employees and students who require access to it in the performance of this Agreement, provided they have accepted the same obligations of confidentiality and non-use.

6.3. Obligations under this Section 6 shall not apply to information that:

6.3.1 was known to the receiving Party prior to the date it was received;

6.3.2 was known to the public or generally available to the public prior to the date it was received; or

6.3.3 became known to the public or generally available to the public subsequent to the date it was received without the receiving Party being responsible therefor;

6.3.4 was independently developed by the receiving Party, without reference to the information received by the receiving Party.

7. Publication of Parties' Names

Neither party shall make use of, or mention the name of, the other party, the Tel Aviv Sourasky Medical Center, the _____, or the name of any inventor, investigator or other employee of the other party or the Tel Aviv Sourasky Medical Center or the _____ in any manner, or for any purpose whatsoever, unless the prior written consent thereto of the other Party has been obtained.

8. Compliance with Laws.

The Institution shall use, handle, store, transport, dispose of and store the Materials in compliance with all applicable laws. Without derogating from the above, the Institution shall not use the Materials in research on humans.

9. Term of Agreement; Termination.

Unless earlier terminated by the mutual written agreement of the Parties and/or in accordance with any applicable law, this Agreement shall be effective as of the Effective Date and shall continue in effect for __ months thereafter. Notwithstanding the above, the Fund may terminate this Agreement for any reason upon 30 days prior written notice. Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of this Agreement shall survive the termination of this Agreement and remain in full force and effect.

10. Waiver

No waiver by either party of any breach or default under this Agreement shall be deemed a waiver of such party's rights arising out of such breach or default, unless such waiver is recorded in writing, and any such waiver shall not be considered a waiver of any subsequent or similar breach or default.

11. Notices

11.1. Any notice or communication under this Agreement shall be sent to the persons and addresses as set out below, unless notified otherwise. If the notice involves an alleged breach of this Agreement, it shall be sent by registered or certified mail or facsimile transmission, and also communicated by telephone or electronic mail as soon as possible.

11.2. All communications relating to this Agreement shall be deemed to be duly received ten (10) days after mailing, or upon actual receipt, whichever is earlier, and shall be deemed received the day after transmission, if sent by fax.

12. Assignability

The rights and title of the Parties referred to in this Agreement shall not be assigned by either Party without the prior written consent of the other Party, whose consent may not be unreasonably withheld. However, the parties may freely assign rights and title to their respective Investigators.

13. Governing Law

This Agreement shall be governed and interpreted by the laws of the State of Israel and the competent courts in Tel Aviv shall have exclusive jurisdiction.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS AS OF THE DATE FIRST AFOREMENTIONED.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

I the undersigned _____ hereby declare and confirm that I read and understood the Agreement, I agree to be appointed as the representative of the Fund, and I undertake to comply with all the conditions, provisions, instructions and stipulations of the Agreement.

_____
The Fund's Investigator

I the undersigned _____ hereby declare and confirm that I read and understood the Agreement, I agree to be appointed as the representative of the Institution, and I undertake to comply with all the conditions, provisions, instructions and stipulations of the Agreement.

_____

The Institution's Investigator

Appendix A