

Does not constitutes an offer

DATA ACCESS AGREEMENT

THIS DATA ACCESS AGREEMENT (this "**Agreement**"), is entered into as of the last date of execution on the signature page, (the "**Effective Date**"), by and between [REDACTED], with offices at [REDACTED], (the "**Institution**") and The Medical Research, Infrastructure, and Health Services Fund of the Tel Aviv Medical Center, with offices at 6 Weizmann St., Tel Aviv 64239, Israel (the "**Fund**").

1. Access to Data. Subject to receipt of the appropriate Helsinki Committee and other approvals, to the extent required, the Fund shall provide to the Institution access to data regarding [REDACTED] collected at the Tel Aviv Sourasky Medical Center (the "**Hospital**"), to the extent available, owned by or licensed to the Fund as further described in the Protocol attached as **Annex A** hereto, **Helsinki number** [REDACTED] **TLV** (the "**Data**" and the "**Protocol**", respectively) and only for purposes of the study described therein (the "**Study**"). The activities hereunder shall be supervised by [REDACTED] on behalf of the Institution, and by [REDACTED], on behalf of the Fund. Access to the Data shall be granted under this Agreement to the personnel detailed in **Annex B** hereto only (the "**Authorized Personnel**"). Access to the Data shall not be allowed to any other person on behalf of the Institution other than the Authorized Personnel. In the event that the employment or other engagement with the Institution of any or all of the Authorized Personnel shall terminate or expire, due to any reason whatsoever, the access to the Data of such Authorized Personnel under this Agreement shall automatically terminate. The Institution shall immediately notify the Fund of any such termination of employment or engagement. In the event the Institution shall request to replace or add any Authorized Personnel the parties shall amend Annex B accordingly, in written form.

2. Limitation of Use. The Data may be accessed and used by the Authorized Personnel only for conducting a Study pursuant to the Protocol, and shall be accessed and used for no other purpose whatsoever (including any commercial use) without the Fund's prior written consent. All Data shall be anonymous.

3. Institution's Warranties. Without derogating from the Institution's warranties and undertakings under this Agreement, the Institution warrants and undertakes: (1) that it shall not grant access (other than to the Authorized Personnel) to and/or transfer and/or sell and/or lease and/or directly or indirectly commercialize the Data or the access thereto and/or any part thereof and/or let any third party, other than the Authorized Personnel directly or indirectly, examine the Data for whatever purpose, (2) the Institution shall allow access to the Data only to such personnel to whom access is necessary for the conduct of the Study described in the Protocol, and (3) it shall make sure at all times the Authorized Personnel use the Data in a safe manner and shall at all times comply with all applicable laws, rules and regulations.

4. Confidentiality. All information relating to the Data that the Institution [(through the Authorized Personnel)] shall receive access to from the Fund as a result of this Agreement is, and shall remain, proprietary and confidential information of the Fund. The Institution agrees, on its behalf and on behalf of the Authorized Personnel, to hold all confidential information of Fund in absolute confidence. Before any Authorized Personnel,

Does not constitutes an offer

has access to the Data or any confidential information of the Fund, the Institution shall have entered into a written agreement with such Authorized Personnel obligating him or her to hold the Data and such confidential information in strict confidence.

5. Control of Data. The Institution shall retain control over the Data and other than to the Authorized Personnel, shall not provide access to or otherwise transfer the Data to any third party without the prior written approval of the Fund. For the purposes hereof, "third parties" shall not include the Authorized Personnel provided such Authorized Personnel have entered into written confidentiality agreements required under Section 4. The Data shall remain the property of the Fund. Upon termination of this Agreement, as detailed in Section 12, the Institution shall discontinue its use of the Data and shall, upon the written request of the Fund, cease all access to the Data.

6. Ownership of Data. Title to all Data shall remain with the Fund. The Institution shall only receive a non-exclusive, non-transferable right to use the Data by the Authorized Personnel for the purpose of the Study described in the Protocol.

7. No Warranty. The Data is being made available only to facilitate the Study set forth in the Protocol and pursuant to the terms and conditions of this Agreement. THE DATA IS BEING SUPPLIED WITH NO WARRANTIES, EXPRESS OR IMPLIED, AND FUND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

8. Rights in Results. The Parties shall jointly own in equal shares any results derived from the Study.

9. Indemnity and Hold Harmless. The Institution shall defend, indemnify and hold Fund and/or the Tel Aviv Sourasky Medical Center harmless from and against any third-party claims and liabilities arising therefrom which result from the Institution's accessing, use, handling, and storage of the Data.

10. Publication. The Institution shall not use the name of the Fund and/or the Hospital and/or their employees without the Fund's prior written approval. The Parties shall be jointly responsible for all publications relating to the Study. Each Party shall be given advance notice of any intent to publish any information relating to the Study, not being in the public domain, and shall be furnished with a copy of the contemplated publication at least 30 days before making any such disclosure, in order to allow the Parties to evaluate patent protection in respect thereof and implement a decision to file a patent application.

11. Compliance with Laws. The Institution shall access, use, handle and store the Data in compliance with all applicable laws.

12. Term of Agreement. Unless earlier terminated by the mutual written agreement of the parties, or by either party by provision of thirty (30) days prior written notice

Does not constitutes an offer

or in accordance with any applicable law, this Agreement shall be effective as of the Effective Date and shall continue in effect for twelve (12) months thereafter. Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 16 and 17 of this Agreement shall survive the termination or expiration of this Agreement and remain in full force and effect.

13. General. This Agreement, contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be modified only by a subsequent written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue unaffected.

14. Agency. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

15. Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

16. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel and the competent courts in Tel Aviv, Israel, shall have exclusive jurisdiction over any action or proceeding arising under or relating to this Agreement.

17. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, three days after deposit if sent by certified mail, postage prepaid, return receipt requested, or the day after delivery to a recognized overnight courier, to the addresses stated above.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed below.**

INSTITUTION

FUND

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Acknowledged and agreed:

**PRINCIPAL INVESTIGATOR
(INSTITUTION)**

**PRINCIPAL INVESTIGATOR
(FUND)**

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Date)

(Date)

First Draft
Does not constitutes an offer

5

Annex A
The Protocol

Annex B
Authorized Personnel

<u>Full Name</u>	<u>Title</u>	<u>I.D Nr.</u>	<u>Comments/ Limitations to Data Access</u>