**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** is made as of this \_\_\_th day of \_\_\_\_\_\_\_\_\_\_, 2020 (the “**Effective Date**”), by and between The Medical Research, Infrastructure, and Health Services Fund of the Tel Aviv Medical Center, with a business address at 6 Weizmann Street, Tel Aviv 64239, Israel (the “**Fund**”), and \_\_\_\_\_\_\_\_, an Israeli \_\_\_\_\_\_\_\_\_\_\_\_\_ with a business address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Israel (the “**Service Provider**”) (the Fund and the Service Provider are also referred to herein individually as a "**Party**" and together as the "**Parties**").

BACKGROUND

1. **The Services.** TheParties desire that the Service Provider provide the Fund with the services as set forth in Appendix A to this Agreement (the “**Services**”) under the terms and conditions of this Agreement.

2. **Conduct of the Services.**

The Service Provider will perform the Services under this Agreement using the services of duly experienced, qualified and certified laboratories that it represents and in conformance with generally accepted standards, and will maintain industry standards of professional conduct in the performance of the Services.

The Service Provider will adhere to all government laws and regulations applicable to the performance of the Services. If applicable, the Service Provider will ensure that the Services are performed in compliance with the current laboratory practices of the appropriate governmental regulatory agency(ies). The Service Provider shall maintain a quality assurance system and shall perform quality control proceedings according to the standards on which it is certified. In addition, the Service Provider will ensure that the facilities which shall be made available and exploited for purposes of the Services comply with all applicable laws, rules and regulations.

The Service Provider will conduct the Services in accordance with Appendix A, which may be amended from time to time upon the mutual agreement of the Service Provider and the Fund. If the amendment requires additional work on the part of the Service Provider, the Service Provider will conduct the additional work required and will be paid an amount mutually agreed to by the Parties. The Service Provider shall promptly advise the Fund of any adverse event or unanticipated adverse effect occurring during the performance of the Services that becomes known to it.

3. **Service Provider Personnel**. The Service Provider will arrange for qualified personnel of the Service Provider necessary and desirable to support the Service Provider’s obligations under this Agreement. The Service Provider may not employ the services of any person who is not an employee within the organization of the Service Provider unless it informed the Fund in writing of the identity of such person, his/her status of an external services provider, and obtained the prior written consent of the Fund.

4. **Inspections.** At any time during the conduct of any Services, the Service Provider will permit the Fund and/or its designated representatives, during normal business hours and at mutually agreeable times, to visit the facilities where the Services are taking place to monitor the performance of the Services, examine and inspect the facilities, review all records, procedures and other materials related to the Services, and audit the Services' results, all as deemed necessary and appropriate by the Fund.

5. **Records and Reports.** The Service Provider will prepare and keep complete and accurate records of the status and progress of the Services, and in compliance with the applicable standards and applicable laws, rules and regulations. Services documentation will be promptly and fully disclosed to the Fund by the Service Provider upon request, and also shall be made available at the Service Provider's site upon request for inspection, copying, review and audit during any inspections conducted pursuant to Section 4. The Service Provider agrees to promptly take any steps that are requested by the Fund as a result of an audit to cure deficiencies in the Services documentation.

 Services documentation shall be retained in conformance with applicable regulations and as reasonably required by the Fund. The Service Provider shall cooperate with the authorized representatives of the Fund in connection with any concern, inquiry, instruction or demand raised or made by such representatives in connection with the performance of the Services.

6. **Compensation.** Fund will pay the Service Provider \_\_\_\_\_\_\_\_\_ NIS (including VAT) (the "**Services** **Price**") for the Services against proper tax invoice. Payments shall be made current + 45 days from receipt of the invoice.

7. **Confidentiality.**

 7.1. The Parties anticipate that they will exchange proprietary and confidential information during the term of this Agreement, and also that, as part of the Services, the Service Provider shall create for the Fund additional information which shall be proprietary and confidential information of the Fund. With respect to any information exchanged, the parties will identify, in writing, such information as confidential and/or proprietary; notwithstanding the aforesaid, the Service Provider acknowledges and agrees that the Protocol and any and all information included therein, as well as any information created by the Service Provider for the Fund shall be deemed at all times as proprietary and confidential information of Fund. Each party will maintain the proprietary and confidential information of the other party in confidence and will employ all appropriate procedures to prevent its unauthorized publication or disclosure unless required to disclose such information. Neither party shall use the other party’s proprietary or confidential information for any purpose other than in performance of this Agreement. The obligations of confidentiality set forth in this Section will survive termination or expiration of this Agreement for an unlimited period of time, so long as the relevant information remains proprietary and/or confidential information of the other party or its assigns.

 7.2. The confidentiality provisions of this Section shall not apply to any part of such information, which: (i) is known to the receiving party at the time it was obtained from the disclosing party; (ii) is acquired by the receiving party from a third party and such third party did not obtain such information directly or indirectly from the disclosing party under obligation not to disclose; (iii) is or becomes published or otherwise in the public domain other than by violation of this Agreement by the receiving party; (iv) is independently developed by the receiving party without reference to or reliance upon the information provided by the disclosing party, and by personnel who had no access to the information provided by the disclosing party; or (v) is required to be disclosed by the receiving party to comply with applicable laws or governmental regulations; provided that the receiving party provides prior written notice of such disclosure to the disclosing party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

 7.3. Upon completion or termination of the Services, or upon termination of this Agreement or upon the written demand of the Fund, the Service Provider shall immediately return to Fund all the materials, samples, graphics, writings and information in other tangible forms, containing any proprietary and/or confidential information provided by the Fund, and any copies of such information.

8. **No Publication; Use of Names**. The Service Provider may not publish or publicly present any information related to this Agreement, any Services which may be conducted or their results, unless specifically authorized in writing by the Fund, and then subject to and in accordance with all terms and conditions set by the Fund. To the extent that any publication shall be authorized, it shall not include any proprietary or confidential information of the Fund and in any such publication the Fund shall be acknowledged as the sponsor of the Services. Neither Party will use the other party’s name or the name of any employee of the other party in any advertising, packaging, promotional material, or any other publicity relating to this Agreement, without the prior written approval of the other party. Notwithstanding the aforesaid, with respect to any Services provided by the Service Provider, the Fund shall be entitled to publish that such Services were provided by the Service Provider, without the need to obtain the Service Provider's prior approval.

9. **Limitation of Liability**. Subject to the Service Provider's indemnification obligations below, neither Party shall be liable for penalties or liquidated damages or for special, indirect, consequential or incidental damages of any type or kind (including, without limitation, lost profits) regardless of whether any such losses or damages are characterized as arising from breach of contract, breach of warranty, tort, strict liability or otherwise, even if such Party is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable. Either Party's liability under this Agreement, regardless of the form of action, shall be limited to actual damages and shall not exceed the total Services Price paid for the Services.

10. **Indemnities.** The Service Provider will defend, indemnify, save and hold the Fund and/or the Tel Aviv Sourasky Medical Center and their employees and/or agents (together, the “**Fund Indemnitees**”) harmless from and against any claims, demands, suits, actions, causes of action, losses, damages, fines and liabilities, including reasonable attorneys’ fees (“**Claims**”) arising out of or in connection with the Service Provider’s breach of the provisions of this Agreement, including but not limited to negligent and/or reckless acts and/or omissions in connection with the performance of the Services.

11. **Ownership**.

 11.1. Any data, discoveries or inventions developed or generated pursuant to this Agreement (and any and all intellectual property rights therein) which relate to any information or materials provided by the Fund hereunder, including without limitation new data, uses, processes or compositions relating to the information or materials provided hereunder as well as any inventions or discoveries, applications, concepts, ideas, documents, information, know-how, trade secrets, reports, analyses and data (all - including but not limited to processes, methods, software, formulae, techniques, compositions of matter, devices, and improvements thereof and know-how relating thereto), all whether or not patentable or copyrightable, generated by the Service Provider or its employees or agents, from the performance of the Services and/or this Agreement shall be the exclusive property of the Fund (the "**Fund IP**"). The Service Provider shall have no rights whatsoever of any kind in the Fund IP. Without derogating from the generality of the aforesaid, the Service Provider, on behalf of itself and its employees and agents, hereby irrevocably assigns and transfers to the Fund all right, title and interest in such Fund IP.

 11.2. Any and all Fund IP shall be promptly disclosed in writing by the Service Provider to Fund.

 11.3. The Service Provider agrees to assist the Fund in securing for the Fund any patents, copyrights or other proprietary rights in the Fund IP, and to perform all acts that may be reasonably required to vest in the Fund all right, title and interest in such Fund IP.

 11.4. No license, express or implied, to use any Fund IP is granted to the Service Provider other than to use such information in the manner and to the extent authorized by this Agreement. Under no circumstances may the Service Provider cast a lien on, or withhold provision to the Fund of, the Fund IP within its possession.

 11.5. The Service Provider agrees and undertakes, on behalf of itself and its employees, agents and affiliates, that they will not, directly or indirectly, (i) sell, lease, assign, sublicense or otherwise transfer, (ii) duplicate, reproduce or copy, (iii) disclose, divulge or otherwise make available to any third party (except as explicitly permitted herein), (iv) use except as authorized by this Agreement, or (v) decompile, disassemble or otherwise analyze for reverse engineering purposes, any Fund IP and/or any Confidential Information of the Fund.

12. **Term and Termination**.

 12.1. This Agreement will commence on the Effective Date and will continue for an indefinite period of time, until terminated by either Party in accordance with the provisions set forth below.

 12.2. Either Party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other Party, for any breach of this Agreement by the other party where such breach is not remedied to the non-breaching party’s reasonable satisfaction within the thirty (30) day notice period. Additionally, either party may terminate this Agreement, upon written notice taking immediate effect, upon the filing by any person of a petition for the winding-up or liquidation or the appointment of a receiver on most of the assets of the terminated party, if petition has not been withdrawn or dismissed within thirty (30) days of its filing.

 12.3. Upon termination, neither Party will have any further obligations under this Agreement, except that (i) the liabilities accrued through the date of termination and (ii) the obligations which by their terms survive termination, including the applicable confidentiality, intellectual property and indemnification provisions of this Agreement, shall survive termination.

12.4. The Fund alone shall have the right to terminate an on-going Services at any time without cause upon written notice to the Service Provider. In the event any Services are terminated without cause, the Service Provider shall be paid for all services rendered through the effective date of termination. Additionally, either Party may terminate this Agreement upon twenty (20) days notice to the other Party, provided that the Service Provider completes all Services in progress (unless terminated by the Fund in accordance with the above sentence), and the Fund makes all payments due to the Service Provider through the termination date as set forth herein above.

13. **Injunctive Relief**. Each of the Parties agrees that any breach of this Agreement by it will cause irreparable damage to the other Party and that in the event of such breach, the other Party shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of a Party’s obligations hereunder. Nothing contained herein shall be construed as prohibiting a Party from pursuing any other remedy available for such breach or threatened breach.

14. **Miscellaneous**.

 14.1. **Notices**. Unless otherwise provided, any notice required under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery or facsimile transmission to the Party to be notified or seven (7) days after deposit with a National Post Office, for dispatch by registered or certified mail, postage prepaid and addressed to the Party to be notified at the address set forth herein, or at such other address as such party may designate by ten (10) days' advance written notice to the other Party.

 14.2. **Independent Contractor**. The business relationship of the Service Provider to the Fund is that of an independent contractor and not of a partner, joint venturer, employer, employee or any other kind of relationship. The Service Provider will be solely responsible for expenses and liabilities associated with the employment of its employees, agents and assigns.

 14.3. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by the Service Provider without the prior written consent of the Fund, and any unauthorized assignment or transfer shall be deemed null and void. This Agreement, and the rights and obligations hereunder, may be freely assigned by the Fund to any third party, at the Fund's discretion.

 14.4. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties, superseding any and all previous agreements and understandings, whether oral or written, as to the same subject matter. No modification or waiver of the provisions of this Agreement shall be valid or binding on either Party unless in writing and signed by both Parties. No waiver of any term, right or condition under this Agreement on any one occasion shall be construed or deemed to be a waiver or continuing waiver of any such term, right or condition on any subsequent occasion or a waiver of any other term, right or condition hereunder.

 14.5. **Severability.** In the event that any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect. If any provision of this Agreement is held to be excessively broad, it will be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

 14.6. **Applicable Law.** This Agreement shall be governed by and construed under the laws of the State of Israel without giving effect to rules of conflict of laws and the parties hereto voluntarily, unconditionally and irrevocably submit to the sole and exclusive jurisdiction of the appropriate courts of competent jurisdiction of Tel-Aviv - Jaffa to the absolute exclusion of any other court and any other jurisdiction.

**IN WITNESS WHEREOF**, duly authorized representatives of the parties have signed this Services Agreement as of the Effective Date.

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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |