

ASSIGNMENT AND REVENUE SHARING AGREEMENT

This Assignment and Revenue Sharing Agreement ("Agreement") is made and entered into as of this ___ day of _____, 20___, by and between Ramot at Tel Aviv University Ltd. and Prof. **XXXXXXXX**, Israel identification number **XXXXXXXXXX**, Mr. **XXXXXXXXXX**, Israel identification number **XXXXXXXXXXXX** (each the "Inventor" and together the "Inventors").

WHEREAS in the course of the performance of research at Tel Aviv University ("TAU"), Inventors invented an invention titled: "**XXXXXXXXXXXXXXXXXXXXXXXXXXXX**", as disclosed in **XXXXXXXXXX** Patent Application No. **XXXXXXXXXX** *[list all relevant applications and patents that are being assigned, or if there are many write: "as disclosed in the patent applications/patents listed in Exhibit B attached hereto" and attach such exhibit]]*(the "Invention"); and

WHEREAS by operation of law, under TAU's Patent Regulations and/or under the terms of their employment or other relationships with TAU, and according to agreement between TAU and Ramot, all rights, title and interest in and to any and all inventions and discoveries arrived at by employees, post-doctoral fellows, students, visiting researchers and other researchers at TAU as a consequence of their employment or other relationship with TAU are owned by Ramot; and

WHEREAS Ramot is the registered co-owner, together with _____ of **XXX** patent Application No. **XXXXXXXXXX** *[list all relevant applications and patents that are being assigned, or if there are many, write: "of the patent applications/patents listed in Exhibit B"* which relate to the Invention; and

WHEREAS after further review of the aforementioned patent applications and/or patents, Ramot has determined that it is not interested in continuing the prosecution of such patent applications and/or patents, *[or in filing any further patent applications claiming priority therefrom /in jurisdictions other than _____ – add this and amend as necessary, if the Assigned Patent Rights include a PCT application]*; and

WHEREAS the Inventors have notified Ramot that they wish to have Ramot assign the aforementioned patent applications and/or patents to Inventors to enable Inventors to attempt to commercialize them; and

WHEREAS Ramot is willing to assign all of its rights in and to such patent applications and/or patents to Inventors, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. Definitions.

Whenever used in this Agreement with an initial capital letter, the terms defined in this Section 1, whether used in the singular or the plural, shall have the meanings specified below.

1.1. “Assigned Patent Rights” shall mean (i) the patent applications and/or patents specified in the preamble to this Agreement; [(ii) the right to file further patent applications claiming priority from the aforementioned/ in jurisdictions other than _____ - *add this and amend as necessary, if the Assigned Patent Rights include a PCT application*], (ii) any and all patents arising or resulting from said applications; (iii) any and all extensions or other governmental actions with respect to the foregoing that provide exclusive rights to the patent holder beyond the original patent expiration date; and (iv) any and all substitutions, confirmations, registrations, revalidations, re-examinations, reissues, continuations, or divisions of or to any of the foregoing.

1.2. “Equity Securities” shall mean (i) any shares, stock or partnership units, (ii) any other securities evidencing an ownership interest in a company, partnership or other form of entity, and (iii) any securities (including, options, warrants, convertible debentures) convertible into or exercisable for any of the foregoing, or any agreement or commitment to issue any of the foregoing.

1.3. “Expenses” shall mean:

(a) all reasonable and customary out-of-pocket expenses and professional fees, including legal fees, patent agent fees and fees paid to other third party experts, incurred by Inventors, following the Effective Date, in connection with: (i) the filing, prosecution, maintenance or enforcement of any patent application or patent included in the Assigned Patent Rights; (ii) the preparation, negotiation, execution and/or enforcement of any agreement relating to the sale, lease, license or assignment of rights in and to the Invention or under the Assigned Patent Rights; or (iii) the enforcement of rights in and to or under the Assigned Patent Rights; and

(b) taxes (i) imposed by any applicable law on Inventors as a result of the receipt of Receipts except for Israeli income tax and/or Israeli social security tax, and (ii) paid by Inventor to the relevant tax authority.

1.4. “Inventors” shall mean the person or persons identified as the inventors in the preamble to this Agreement

1.5. “Patent Regulations” shall mean the TAU Patents Regulations (תקנון הפטנטים) as may be amended or replaced from time to time.

1.6. “Receipts” shall mean all consideration or compensation of whatever nature (including cash, Equity Securities, and any other non-monetary consideration) actually received by or on behalf of each Inventor or a Relative (or by a third party, or its successors or assigns, who directly or indirectly received the same in lieu of each Inventor or his/her Relative as a result of an assignment of such interests by each Inventor or Relative to such third party) from the commercialization of the Invention and/or Assigned Patent Rights (including without limitation through the sale, lease, grant of licenses or other rights under or with respect to, or the assignment of rights in or to, the Assigned Patent Rights, in whole or in part, or with respect to the grant of an option with respect to any of the foregoing) or from enforcing rights in and to the Assigned Patent Rights; provided that in the case of transactions not at arm’s length, Receipts shall be calculated based on the fair market value of such

consideration or transaction, assuming an arm's length transaction. For clarification, receipts do not include compensation for consulting services performed by the Inventors for a third party.

1.7. "Relative" shall mean any relative by blood, marriage or adoption of the Inventor.

1.8. "Service Invention" shall mean a service invention (המצאת שירות) as defined in the Patent Regulations made by each Inventor, alone or with others.

2. Sale, Assignment and Transfer.

2.1. Subject to the Inventors' full compliance with the terms of this Agreement, Ramot hereby irrevocably sells, assigns, conveys and transfers to Inventors all of Ramot's right, title and interest in and to the Assigned Patent Rights.

2.2. Ramot shall sign a patent assignment document in a form provided by the Inventors or the Inventors' patent counsel and reasonably acceptable to Ramot. Ramot agrees to execute upon the request of Inventors such additional instruments, applications, declarations and forms, as may be necessary under any relevant law or as may be required by any official or authority, to continue, secure, defend, register and otherwise give full effect to, and perfect the full assignment under the Assigned Patent Rights.

2.3. The assignment made hereby only covers the Assigned Patent Rights, and will not cover future inventions or related inventions that are Service Inventions or to any background rights owned by Ramot that may be needed to practice the Invention. The assignment does not cover any continuation-in-part applications where new matter is added that is not part of the Invention. [The assignment does not cover any patents or patent applications claiming priority from PCT Patent Application XXXX that are filed in ___[jurisdiction]. [The term "Assigned Patent Rights" expressly excludes any patent applications and patents in [jurisdiction]] – *add as necessary*

3. Commercialization by Inventors.

Inventors may not, directly or indirectly, grant any rights under the Invention and/or the Assigned Patent Rights to a third party or otherwise commercialize the Invention and/or Assigned Patent Rights (including without limitation licensing, sale, transfer or assignment of the Invention and/or Assigned Patent Rights to a third party), until Inventors have provided Ramot with a copy, executed by such third party, of the standard indemnity and insurance provisions described in Section 9 below and set forth in Exhibit A hereto.

4. Revenue Sharing.

In consideration for Ramot's assignment of its rights in and to the Assigned Patent Rights to Inventors, all Receipts received by or on behalf of Inventors and their Relatives shall be allocated among the parties as follows:

(a) First, all monetary Receipts shall be paid to Ramot until such time as Ramot shall have received an aggregate amount of **NIS XXXX.00** + VAT (**XXXXXXXXXXXX** NIS + value added tax) as a reimbursement for expenses incurred by Ramot prior to the

execution of this Agreement with respect to the filing and prosecution of the Assigned Patent Rights. *[If this is not relevant, remove and adjust section numbering]*

(b) **Next**, all monetary Receipts shall be kept by Inventors, or a designee of Inventors, until such time as Inventors (or their designees) shall have recouped Expenses incurred up to the date of payment in full; and

(c) All remaining monetary Receipts shall be allocated between the parties as follows: 80% (eighty percent) to Inventors (or their designees) and 20% (twenty percent) to Ramot.

(d) All non-monetary Receipts shall be allocated between the parties as follows: 80% (eighty percent) to Inventors (or their designees) and 20% (twenty percent) to Ramot.

Inventors will pay, or transfer, or cause to be paid, transferred or issued to Ramot, any and all consideration due under this Section 4, no later than thirty (30) days after the conclusion of each Calendar Quarter in which relevant Receipts by or on behalf of Inventors or Relatives were received. Calendar Quarter shall mean the respective periods of three (3) consecutive calendar months ending on March 31 ("Q1"), June 30 ("Q2"), September 30 ("Q3") or December 31 ("Q4"). In cases where expenses are paid on an annual basis, Inventors may deduct a pro-rated amount of such annual expenses from the Receipts in each of the Calendar Quarters Q1, Q2 and/or Q3, with final adjustment being made at the end of the year. In the case of any non-monetary consideration (other than Equity Securities) that cannot be distributed in kind, the fair market value of such consideration shall be negotiated by the parties in good faith in order to determine Receipts for purposes of the above allocation. This allocation shall be in lieu of any distribution Inventors would have been entitled to had Ramot maintained ownership of, and commercialized, the Assigned Patent Rights, and Inventors shall not be entitled to any portion of the consideration distributed to Ramot under this Section 4.

5. Reporting.

Inventors undertake, on behalf of themselves and their heirs, executors, administrators and assigns, to keep full, true, and accurate books of accounts containing all particulars that may be necessary for the purpose of showing the consideration payable or allocable to Ramot hereunder. Inventors undertake to provide Ramot, within 30 (thirty) days of the end of each calendar year, with an annual report concerning the patenting, use, licensing, sublicensing, sale, transfer or assignment of the Invention and/or Assigned Patent Rights, the terms of any such transactions and the amounts and other consideration due to Ramot therefrom, and such other information as Ramot may reasonably request from time to time. No report will be required if no such patenting, use, licensing, sublicensing, sale, transfer or assignment of the Invention and/or Assigned Patent Rights occurred in the calendar year.

6. License Back.

Inventors hereby grant TAU, its faculty, students, technicians and other researchers a non-exclusive, royalty-free, perpetual license under the Assigned Patent Rights to practice the Invention solely for non-commercial academic research purposes.

7. Representation and Covenants.

7.1 Inventors hereby represent and warrant that they have complied with all obligations under the Patent Regulations to adequately and accurately disclose the Invention and that they are the only inventors of the Invention. Inventors further represent and warrant that they have complied with the obligation to fully disclose the usefulness of the Invention and any related Service Inventions, and have supplied Ramot with all corresponding data in their possession which would assist Ramot to evaluate the commercial potential of the Invention and to identify and negotiate with potential licensees.

7.2 Inventors understand that the Assigned Patent Rights are being assigned to them for their own personal activities. TAU does not have any responsibility to further develop the Invention, and TAU shall not be obligated to expend any additional funds, equipment, facilities or other resources. Inventors agree not to use any TAU funds, equipment, facilities, or other resources to patent, market, license, sell or otherwise commercially develop the Invention after execution of this Agreement without Ramot's prior written approval.

7.3 Inventors agree and undertake that any further research conducted by Inventors that is related to the Invention will be performed in compliance with the prevailing TAU regulations regarding conflict of interest. Inventors understand and agree that the rights in any improvements to the Invention or new inventions stemming from any such continued research will be governed by the terms of the Patent Regulations.

8. No Warranties.

Ramot and TAU make no representations and extend no warranties of any kind, either express or implied (including but not limited to no warranties of merchantability, fitness for a particular purpose, validity of the patent right claims, issued or pending, or the absence of latent or other defects, whether or not discoverable). Nothing in this Agreement shall be construed as a representation made or warranty given by Ramot that the practice by Inventor or any other person of the Invention shall not infringe the patent rights of any other party, including those of Ramot or TAU. In no event, shall Ramot or TAU be liable for incidental or consequential damages of any kind, including economic damages or injury to property and lost profits, regardless of the whether Ramot or TAU shall be advised, shall have other reasons to know, or in fact shall know of the possibility.

9. Indemnification

Inventors undertake that all licenses, assignments, or other written documents between Inventors and any other entity or person (including any entity or business owned in full or in part by Inventors) pursuant to which the Inventors transfer or grant rights in or to the Invention or Assigned Patent Rights, will contain the standard indemnity and insurance provisions set forth in Exhibit A hereto and shall state that Ramot, TAU, their governors, directors, officers, employees, affiliates, agents, and students are agreed to be third party beneficiaries of said agreement.

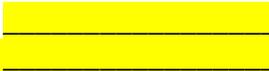
10. Publicity Restrictions.

Inventors shall not use the name of Ramot, TAU or any of their governors, directors, officers, other faculty, researchers, students, employees, or agents, or any adaptation of such names, in any promotional material or other public announcement or disclosure relating to the subject matter of this Agreement without the prior written consent of Ramot.

11. Miscellaneous.

11.1. Entire Agreement. This Agreement is the sole agreement with respect to the subject matter hereof and except as expressly set forth herein, supersedes all other agreements and understandings between the parties with respect to same.

11.2. Notices. Unless otherwise specifically provided, all notices required or permitted by this Agreement shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.2:

If to Inventors: 

If to Ramot: Ramot at Tel Aviv University Ltd.
P.O. Box 39296
Tel Aviv 61392
Attn: CEO
Fax: 972-3-640-6675

Any notice shall be deemed to have been received as follows: (i) by personal delivery, upon receipt; (ii) by facsimile, one business day after transmission or dispatch; (iii) by airmail, three (3) business days after delivery to the postal authorities by the party serving notice. If notice is sent by facsimile, a confirming copy of the same shall be sent by mail to the same address.

11.3. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Israel, without regard to the application of principles of conflicts of law. The parties hereby consent to personal jurisdiction in Israel and agree that the competent court in Tel Aviv, Israel shall have sole jurisdiction over any and all matters arising from this Agreement.

11.4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.

11.5. Amendment; Waiver. This Agreement may be amended, modified, superseded or canceled, and any of the terms may be waived, only by a written instrument executed by each party or, in the case of waiver, by the party waiving compliance. The delay or failure of any party at any time or times to require performance of any provisions hereof shall in no manner affect the rights at a later time to enforce the same. No waiver by either party of any condition or of the breach of any term contained in this Agreement, whether by conduct, or otherwise, in any one or more instances, shall be deemed to be, or considered as,

a further or continuing waiver of any such condition or of the breach of such term or any other term of this Agreement.

11.6. Severability. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Ramot at Tel Aviv University Ltd.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Inventors:

Prof. XXXXXXXXXXXX

Mr. XXXXXXXXXXXX

Exhibit A

Indemnification Provisions

[*enter name of other entity or person*] shall indemnify, defend, and hold harmless Ramot, Tel Aviv University, their affiliates and their respective governors, directors, officers, employees, students and agents and their respective successors, heirs and assigns (the “Protected Parties”), against any liability, damage, loss, or expense (including reasonable attorneys fees and expenses of litigation) incurred by or imposed upon any of the Protected Parties in connection with any claims, suits, actions, demands or judgments (“Claims”) arising out of any theory of liability (including without limitation actions in the form of tort, warranty, infringement or strict liability and regardless of whether such action has any factual basis) concerning or in any way related to the use of the Invention or practice of Patent Rights or related to any product or service developed, made, used, or sold based on the Invention.

Prior to the first commercial sale of any product incorporating or based on or using the Invention, [*enter name of other entity or person*] shall obtain and maintain in full force and effect commercial, general liability insurance which shall be reasonably sufficient to cover [*enter name of other entity or person*] obligations indemnification obligations to the Protected Parties. Such insurance shall be written by a reputable insurance company, shall list Ramot and TAU as an additional insured thereunder, shall include product liability coverage and shall require thirty (30) days written notice to be given to Ramot prior to any cancellation or material change thereof.