

**PATENT AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between:

\_\_\_\_\_, ID No. \_\_\_\_\_;

\_\_\_\_\_, ID No. \_\_\_\_\_;

\_\_\_\_\_, ID No. \_\_\_\_\_;

(each of the foregoing, a "**Scientist**" and collectively the "**Scientists**")  
of the first part;

AND

Tel Aviv University ("**TAU**")  
of the second part;

AND

Ramot at Tel Aviv University Ltd. ("**Ramot**")  
of the third part;

WHEREAS The Scientists are current and/or former employees and/or students of TAU and/or Ramot, and in such capacity each of the Scientists contributed (alone or together with other persons whom are not current and/or former employees and/or students of TAU and/or Ramot), in the course of one or more research programs that were performed at TAU, to the development of the invention described in **Annex A** (hereinafter the "**Invention**") or to some portion thereof; and

WHEREAS By operation of Israeli law and/or in accordance with TAU regulations entitled "Inventions, Patents and their Commercialization", as amended from time to time (hereinafter the "**Regulations**"), and in accordance with an agreement between Ramot and TAU, the entire right, title and interest in and to the Invention and in all intellectual property rights relating thereto, vests and shall vest in Ramot; and

WHEREAS In accordance with the Regulations and by agreement between Ramot and TAU, Ramot engages, among other things, in the commercialization of inventions and related intellectual property rights that are developed in the course of research at TAU; and

WHEREAS In accordance with the Regulations and by agreement between Ramot and TAU, Ramot alone has the authority to file patent applications and obtain patents with respect to the Invention;

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

1. The Scientists and TAU hereby assign all right, title and interest in and to the Invention and all intellectual property rights subsisting in the Invention or granted with respect thereto, and all right title and interest in any ancillary documentation, to Ramot.
2. The Scientists and TAU undertake, upon Ramot's request from time to time, to execute and deliver to Ramot all documents and instruments (including, without limitation, instruments of conveyance, transfer, assignment and confirmation) and to take such other steps and render such assistance as Ramot may deem necessary, in order to transfer, assign, and convey to Ramot the ownership of the Invention and any and all related intellectual property rights. Without derogating from the foregoing the Scientists shall execute a Deed of Assignment or Deeds of Assignment in the form or forms requested by Ramot for the purpose of registering and filing the assignment of the Invention with the relevant patent offices. All expenses connected with the said activities (including any out-of-pocket expenses incurred by the Scientists) will be borne and paid by Ramot.
3. The Scientists undertake to cooperate with Ramot in the preparation, filing and prosecution of patent applications relating to the Invention, by: (a) providing Ramot, at Ramot's request, with all information and/or material relating to the Invention that is in the possession of the Scientists, and (b) executing and delivering to Ramot all documents and instruments that Ramot believes are necessary or desirable in order to enable Ramot to file, prosecute and enforce patent applications relating to the Invention in Ramot's name. All expenses connected with the obtaining of any such patent (including any out-of-pocket expenses incurred by the Scientists) will be borne and paid by Ramot. The Scientists further undertake to assist Ramot, at Ramot's request from time to time, in any legal or administrative action taken by Ramot for the purpose of (i) defending the patent applications filed by Ramot with respect to the Invention, or (ii) enforcing Ramot's rights with respect to such patent applications or any patents issuing thereon. Ramot shall make reasonable efforts to ensure that all such actions will be scheduled so as to minimize any interference with the Scientists' academic, professional or family obligations. All expenses connected with the obtaining of the said patent or other rights abroad and the assignment and transfer thereof to Ramot or according to its order will be borne and paid by Ramot.
4. The Scientists undertake to maintain in confidence, and not to disclose to any third parties unless authorized to do so by Ramot, any information relating to the Invention that is not in the public domain. The foregoing obligation of confidentiality shall not apply to the publication of articles by the Scientists relating to the Invention in scientific journals, or to the presentation of material by the Scientists relating to the Invention at scientific conferences, provided that the Scientists comply with the procedures set forth in the Regulations relating to such publications and presentations.
5. The Scientists declare that to the best of their knowledge, there are no current and/or former employees and/or students of TAU and/or Ramot other than the Scientists who

should be considered joint inventors of the Invention (for the purposes of this Agreement and in accordance with the relevant provisions of the Regulations<sup>1</sup>).

6. The Scientists declare and agree that the relative contribution of each of the Scientists to the Invention is set forth in **Annex B**. For the removal of doubt, Annex B does not include the contribution, if any, of persons who are not current and/or former employees and/or students of TAU and/or Ramot. The Scientists further acknowledge that the Invention may be commercialized together with one or more additional Service Inventions (as such term is defined in the Regulations) to which persons other than the Scientists contributed, or in respect of which the relative contribution of the Scientists is different to that set forth in Annex B. In such event a relative weighting shall be attributed to the Invention and each such additional Service Invention that is commercialized together with the Invention (collectively, the "Commercialized Inventions") in accordance with the procedures set forth in the Regulations, and the relative contribution of each of the Scientists to the Commercialized Inventions shall be adjusted in accordance with such relative weighting in order to determine their contribution to the Commercialized Inventions as a whole.
7. In the event that Ramot commercializes the Invention, the consideration received by Ramot in connection with such commercialization shall be distributed by Ramot and TAU in accordance with the relevant provisions of the Regulations, and the respective entitlements of the Scientists shall be determined in accordance with the Regulations.
8. This Agreement and the Regulations constitute 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.
9. 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 9:

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<sup>1</sup> In accordance with the Regulations a number of persons will be deemed joint inventors of an invention if each of them achieved an essential element of the Invention or contributed in a substantial way to its development or made some other creative contribution to its achievement.

If to the Scientists: Prof/Dr/Mr. XXXXXXXX  
[Address]

Prof/Dr/Mr. XXXXXXXX  
[Address]

If to Ramot: Ramot at Tel Aviv University Ltd.  
P.O. Box 39296  
Tel Aviv 61392  
Israel  
Attn: CEO  
Fax: 972-3-640-6675  
Tell: 972-3-640-6608

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.

10. 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 competent court in Tel Aviv, Israel shall have sole jurisdiction over any and all matters arising from this Agreement.
11. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.
12. 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.
13. 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.
14. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.

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

<p><b>Ramot at Tel Aviv University Ltd.</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p><b>Tel Aviv University</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><b>Scientists:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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**ANNEX A**

**THE INVENTION**

[title of invention]

**ANNEX B**

<b>Prof. / Dr.</b>	<b>%</b>
<b>(Under separate Assignment Agreement)</b>	