**CLINICAL TRIAL AGREEMENT**

by and among

_____ whose address is _____ (hereinafter, the "**Sponsor**"),

**And**

, Medical Center (hereinafter, the " Made and entered this _____ ___ day of ___ _____20__

**Institution**"),

**And**

_____ (hereinafter, the "**Principal Investigator**").

Each of the Sponsor, the Institution and the Principal Investigator may be referred to herein individually as a "**Party**", and collectively as the "**Parties**".

**Whereas**: The Sponsor wishes to carry out a study entitled: "_____" (hereinafter, the "**Study**"), in accordance with the Study Protocol (hereinafter, the "**Protocol**") as amended from time to time, and attached to this Agreement by reference and constituting an integral part thereof; **AND**

**Whereas**: The Institution, through the services of the Principal Investigator and the Study Staff (as hereafter defined), agrees to carry out the Study on behalf of the Sponsor; **AND**

**Whereas**: The Parties to this Agreement agree to comply with the terms specified in the Protocol; the ethical principles of the Declaration of Helsinki; the ICH Harmonised Tripartite Guideline for Good Clinical Practice as amended from time to time; the Guidelines of the Ministry of Health (hereinafter, the **MOH Guidelines**"), including without limitation, Guideline 14 dated 2016 and/or any other valid version and with Form 4 to the MOH Guidelines titled: "Obligations of the Sponsor" (attached to this Agreement by reference and constituting an integral part thereof); the MOH Guidelines for Manufacture and Import of Investigational Products in the State of Israel, EX – 012/01 dated 14/4/2013, Guideline 11 dated 18/06/2018 titled: "Rules for Commercial Agreements of Health Institutions", regarding commercial agreements for the conducting of clinical trials, as amended from time to time, and/or any other valid version as amended from time to time and any other applicable laws, regulations, governmental rules or guidelines valid at the time of performing the Study; And,

Whereas [With respect to governmental hospitals:] The Institution is a "Health Corporation", as such term is defined in the Foundation of the Budget Law, 5745-1985, entitled under the law and according to a separate

agreement with the Hospital (as defined below), to conduct and perform clinical trials using the infrastructure, facilities and personnel of the Hospital; AND

**Whereas**: The Institution has the necessary facilities, patient populations and expertise to perform the Study under the qualified direction of the Principal Investigator and Study Staff; And,

**Whereas**: The Sponsor has warranted that it is the owner or licensee of the intellectual property rights in the Investigational Product as defined hereinafter (excluding comparator drug) and the Protocol, and in this regard there is no impediment under any law and/or agreement to the Sponsor performing and executing this Agreement;

**N0W, THEREFORE, It is agreed and stipulated between the Parties as follows:**

## 1. THE PREAMBLE

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

1.2 It is a condition precedent to the commencement of the Study that approval is received from the relevant Helsinki Committee (namely, the Institution's committee and/or the MOH's committee, as applicable) and the Ministry of Health Committee for engagements with Commercial Companies or any other relevant committee operating within the Institution and delegated for the purpose of approval of commercial engagements between the Institution and Commercial Companies. +

1.3 Should any contradiction arise between the terms of this Agreement and the MOH Guidelines, the MOH Guidelines shall prevail.

1.4 **Definitions:** In this Agreement, the following terms when capitalized shall have the following meanings set forth below:

**Hospital – [The medical facilities in which the Study will be conducted.][Note: To insert the specific name of the Hospital affiliated with the Institution].**

**Ministry of Health Approval** - Approval of the Director General of the Israeli Ministry of Health, or to whomever he/she delegated the authority for this purpose, for the performance of the Study by the Institution according to the valid National Health Regulations.

**This Agreement** – This Agreement and its annexes.

**The Investigational Product – to be specified**

**The Study** - As defined in the Preamble to this Agreement, which shall be performed under this Agreement and the Protocol, as each may be modified or updated from time

to time subject to the consent of the Institution (including the applicable IRB if required) and the Sponsor in writing and in advance.

**Subjects -** Individuals that participate in the Study.

**The Helsinki Declaration** – the Helsinki Declaration containing the recommendations guiding investigators in bio-medical studies involving human beings, as amended to date.

**The IRB or Helsinki Committee -** The Internal Review Board appointed pursuant to the National Health Regulations, the role of which is to approve any medical experiment on human subjects that will be conducted by the Institution.

**GCP** – The International Conference on Harmonization Good Clinical Practices, which refers to ethical and scientific quality standards for designing, conducting, recording, and reporting studies that involve the participation of human subjects.

**National Health Regulations -** National Health Regulations (Medical Trials on Humans), 5741-1980.

## 2. GENERAL OBLIGATIONS OF THE INSTITUTION AND THE PRINCIPAL INVESTIGATOR

2.1 The Institution undertakes to perform the Study, using the services of the Principal Investigator, and qualified, fully trained and competent employees and approved agents of the Hospital and/or the Institution involved in the Study, which have a skill level appropriate for the tasks assigned to them (hereinafter the "**Study Staff**"), in accordance with the Protocol, MOH instructions and the terms specified in the approval of the Helsinki Committee. Should any contradiction arise between the above, the terms specified in the approval of the Helsinki Committee will prevail. The Study will be performed only after approval of the Protocol and receipt of any other required approval by the relevant ethics or MOH committees and any relevant adjunct documents, and any other approval required from the MOH or otherwise, is obtained by the Institution or the Principal Investigator.

The Principal Investigator will obtain an informed consent in a form compliant with all applicable laws and regulations, including GCP and MOH Guideline No. 14, IRB approval and as pre-approved by the Sponsor, signed by or on behalf of each Study Subject prior to his/her participation in the Study.

After approval by the IRB, the Study will not be modified without the prior written approval of the Sponsor, including changes in the Protocol or informed consent required by the IRB. All required consents/approvals (including the IRB's) will be obtained prior to implementing any amendment of the Protocol.

The Principal Investigator will not be replaced without the pre-approval of the Sponsor and the undertaking in writing by the new Principal Investigator

to fulfill all of the obligations and agreements of the former Principal Investigator hereunder.

Each of the Institution and the Principal Investigator confirm that they and anyone acting on their behalf in connection with the Study have no conflict of interest that would inhibit or affect his/her performance under this Agreement and confirm that their performance under this Agreement does not violate any other agreement with third parties. The Institution and the Principal Investigator will promptly inform the Sponsor if any of the above changes during the course of the Study.

2.2 The Institution will conduct the Study according to this Agreement, the Protocol and the agreed Budget and all written instructions and prescriptions issued by the Sponsor and governing the administration of the Investigational Product that are consistent with the Protocol.

The Institution shall ensure that all of the Institution's employees, Study Staff and collaborators who are involved in the Study adhere to the Protocol.

The Principal Investigator will obtain a written informed consent for each Study Subject and will maintain a signed original of that consent in that Study Subject's records.

Neither the Institution nor the Principal Investigator will charge a Study Subject or third-party payer for the Investigational Drug or for any services reimbursed by the Sponsor under this Agreement.

The Institution or the Principal Investigator will inform the Sponsor immediately of (a) any urgent safety measures taken by the Principal Investigator to protect Study Subjects against immediate hazard, and (b) any serious breaches of the Protocol or of GCP guidelines of which the Institution or the Principal Investigator becomes aware.

2.3 Subject Enrollment. The Institution and the Principal Investigator have agreed to endeavor to enroll in the Study an estimated quantity of _____ but not more than _____ qualified Study participants by _____, unless the Sponsor, upon the Sponsor's prior instructions, modifies this enrollment period by written notice. A qualified participant is one who meets all Protocol criteria for inclusion in the Study (hereinafter, a "**Study Subject**"). **[Revise if only a minimum or only a maximum number will be specified but not both]**

2.4 Multi-Center Studies. The Sponsor may end Study Subject enrollment early by written notice if the total enrollment needed for a multi-center study has been achieved before the end of the enrollment period for the Study or before the Institution or the Principal Investigator has enrolled the minimum number of Study Subjects.

Or

Subject Enrollment. The Institution and the Principal Investigator have agreed to enroll qualified Study participants during the Sponsor-specified enrollment period, unless the Sponsor modifies the enrollment period by written notice. A qualified participant is one who meets all Protocol criteria for inclusion in the Study ("**Study Subject**").

Multi-Center Studies. The Sponsor may end Study Subject enrollment early if the total enrollment needed for a multi-center study has been achieved before the end of the enrollment period for the Study.

**[Use the alternative text above if the study team has not set an enrollment minimum or maximum.]**

2.5 The Institution shall ensure that the Investigational Product and any other Protocol-required material or drug provided by the Sponsor is handled and used only for the conduct of the Study and in full compliance with the Protocol.

The Investigational Product is and remains the property of the Sponsor. Except for, and limited to, the use specified in the Protocol, the Sponsor grants the Institution and Principal Investigator no express or implied intellectual property rights in the Investigational Product or in any methods of making or using the Investigational Product.

2.6 As per applicable law, the Institution shall retain and preserve a copy of the Study records for a period of 15 years after completion of the Study under storage conditions conducive to their stability and protection.

The Sponsor may request that the Institution, by delivery of a prior written notice, continue to retain Study records for a longer period at the Sponsor's expense, as follows:

(a) two (2) years after a marketing authorization for the Investigational Product has been approved for the indication for which it was investigated or the Sponsor has discontinued research on the Investigational Product;

(b) such longer period as required by federal regulatory requirements; or

(c) as requested by the Sponsor at the Sponsor’s storage expense.

Destruction of the Study records shall be made according to MOH Guideline 14.

2.7 The Study will be conducted by the Institution and the Principal Investigator in compliance with all applicable laws and guidelines and in a manner

required of a reasonable and prudent clinical investigator or physician. Only appropriately qualified and trained staff in the field of clinical research activities will be allowed by the Institution or the Principal Investigator to participate in the conduct of the Study as Study Staff.

The Institution and the Principal Investigator represent that neither they nor anyone related to the Study on their behalf has been debarred pursuant to any applicable laws or regulations, either in Israel or abroad, and will immediately notify the Sponsor if during the Study term any of the above is debarred or if any action, suit, claim, investigation or legal or administrative proceeding is pending or threatened, relating such debarment.

In carrying out the Principal Investigator's and the Institution's responsibilities under this Agreement, the Principal Investigator and the Institution agree to comply with all applicable anti-bribery laws in Israel, which generally prohibits the offer, promise, payment or giving of anything of value either directly or indirectly to any government official for the purpose of obtaining or retaining business or any improper advantage. For purposes of this section, "government official" means any official, officer, Institution representative, or employee of, including any doctor employed by, any non-U.S. government department, agency or instrumentality (including any government-owned or controlled commercial enterprise), or any official of a public international organization or political party or candidate for political office.

Additionally, if the Principal Investigator or any of the Institution's owners, directors, employees, agents, and consultants are government officials, the Principal Investigator and the Institution agree that the Sponsor's payment to the Institution in connection with this Agreement is not intended to influence any decision that any individual may make in their capacity as a government official. **[[with respect to governmental hospitals:] It is hereby acknowledged and agreed by the Sponsor that since the Hospital is a governmental hospital owned by the State of Israel, the Institution's and/or Hospital's personnel, agents, officers and representatives are governmental employees .]**

The Principal Investigator and the Institution further represent that neither the Principal Investigator nor the Institution nor any of the Institution's owners, directors, employees, agents, or consultants will directly or indirectly offer to pay, promise to pay or give anything of value to any government official for purposes of (i) influencing any act or decision of such government official in his official capacity; (ii) inducing such government official to do or omit to do any act in violation of the lawful duty of such official; (iii) securing any improper advantage; or (iv) inducing such government official to use his influence with the government or instrumentality thereof to affect or influence any act or decision of the government or such instrumentality with respect to any activities undertaken relating to this Agreement. Additionally, the Principal Investigator and the Institution will make reasonable efforts to comply with requests for information, including answering questionnaires and narrowly tailored audit

inquiries, to enable the Sponsor to ensure compliance with applicable anti-bribery laws. The Principal Investigator and the Institution agree that the Sponsor's payment to the Institution in connection with the services to be provided under this Agreement is not intended to influence any decision the Principal Investigator and/or the Institution may make regarding the prescription of the Sponsor's medicines or to otherwise influence any pending or future the Sponsor's business. The Sponsor shall not make any payments directly to the Principal Investigator or any member of the Study Staff in connection with the Study.

The Principal Investigator and the Institution shall also ensure that each investigator and sub-investigator involved in the Study provides the Sponsor with the appropriate financial information for compliance with all applicable laws and regulations, and the Principal Investigator and the Institution understand and shall ensure that each investigator and sub-investigator understands that laws and regulations may require certain financial information to be submitted to regulatory authorities.

The Principal Investigator and the Institution agree to the use of their names in Study publications and communications, including clinical trial web sites and Study newsletters and the Sponsor may disclose the Principal Investigator's and the Institution's name and the names of any sub-investigators, the type of services performed by the Principal Investigator and the Institution and and/or any sub-investigator for the Sponsor under this Agreement, the existence and terms of this Agreement, and the amount of compensation the Sponsor paid the Institution in exchange for the Principal Investigator and the Institution's services or the services of any sub-investigator, solely in order to comply with applicable laws and regulations. The Principal Investigator and the Institution shall be responsible for ensuring that all sub-investigators have consented to these same terms of disclosure.

2.8 The Principal Investigator shall be responsible to have all available data collected, recorded and entered accurately in the CRF according to the time period specified in the Protocol. The Principal Investigator shall ensure that the Study Subject's record is updated with final information and signed no later than the number of days specified in the Protocol. CRFs and any other form or electronic database shall be the exclusive property of the Sponsor.

INSTITUTION. states and declares that no incentives for patients, Study Subjects or researchers that would compromise the integrity of the research Study will be requested. It is hereby stated and agreed that no additional payments other than the remuneration as agreed according to the budget attached herein as Schedule A– will be requested by the INSTITUTION from the Sponsor, for INSTITUTION and/or Principal Investigator and/or Study Subjects without the prior written permission of the relevant authorities, such as IRB and/or the MOH Committee for engagements with Commercial Companies and/or other relevant committee.

## 3. GENERAL OBLIGATIONS OF THE SPONSOR

3.1 All Investigational Products and any other Protocol required drugs (such as comparative drug or placebo if applicable) required for the performance and completion of the Study will be supplied by the Sponsor at its sole expense and labeled for the Study purpose all in full compliance with the MOH guidelines "Manufacture and Import of Investigational Products in the State of Israel EX – 012/01" dated 14/4/2013 (if applicable) and/or any other valid version as amended from time to time. It is hereby stated that the Parties are engaged under a separate Quality Agreement covering the Parties' obligations and responsibilities in accordance with those guidelines. The Quality Agreement is hereby incorporated by reference into this Agreement as an integral part of it.

3.2 The Institution and the Principal Investigator shall take responsibility for and shall undertake reasonable steps to maintain appropriate records and assure appropriate supply, handling, storage, distribution and usage of the Investigational Product and any other Sponsor-provided materials or equipment, in accordance with the Protocol, the Quality Agreement and any applicable laws and regulations relating thereto.

3.3 The Sponsor is committed to use and engage for the performance of its obligations with regards to the Study, only trained and qualified research teams.

3.4 The Sponsor shall have the right to review Subjects' medical records for monitoring and/or auditing purposes only, it being clarified that Sponsor shall not make copies of and/or remove from the premises of the Institution any such records or any data that may identify any of the Subjects and shall not attempt to identify or contact any Study Subjects.

3.5 The Sponsor shall provide notice to the Institution of any findings that may (I) affect the safety and welfare of Subjects, (II) affect the willingness of Subjects to continue their participation in the Study, (III) materially influence the conduct of the Study, or (IV) alter the IRB's approval to continue the Study. The Institution will work with its IRB and the Principal Investigator to disseminate any relevant information to the Subjects participating in the Study.

3.6 The Sponsor is responsible to ensure that the research methods and processes of the Study are safe and ethical. Furthermore, the Sponsor shall ensure that the data provided is reliable and valid and that all the results and/or reports made by the Sponsor shall be statistically accurate, ethical and unbiased, and are reported in an objective, balanced and complete manner with a discussion of the strengths and limitations thereof, and in accordance with ICH – GCP.

3.7 Following completion of the Study (and for a period of no less than two years), if the Sponsor becomes aware of relevant findings from the Study Data (as defined below) that would directly affect the safety of the former

Study Subjects, the Sponsor shall promptly (according to the level of risk) notify the Institution of such relevant findings so that the Institution may communicate such findings to the former Study Subjects. The Sponsor shall determine the relevance of the findings.

Sponsor states and declares that no incentives for patients or researchers that would compromise the integrity of the research are permitted. It is hereby stated and agreed that no additional payments other than the remuneration as agreed according to the Budget attached herein – will be paid by Sponsor to INSTITUTION and/or Principal Investigator and/or Study Subjects without the prior written permission of the relevant authorities, such as IRB and/or the MOH Committee for engagements with Commercial Companies.

## 4. MONITORING AND AUDITING BY THE SPONSOR AND/OR BY REGULATORY AUTHORITIES

4.1 The Sponsor shall be responsible to monitor the Study.

4.2 The Institution agrees to permit representatives of the Sponsor to examine its premises, records facilities and Research Staff in order to determine their adequacy, validate case reports against original data in its files and monitor work performed to ensure its compliance with the Protocol and the relevant guidelines. All of the Sponsor's activities will be coordinated with the Institution in advance and conducted at reasonable times and in a reasonable manner. If a monitor finds non-compliance at the site (the Institution and/or Hospital) that affects safety or materially affects the proper conduct of the Study, the Sponsor shall promptly notify the Principal Investigator and in serious or continuing cases - the Institution.

4.3 The Institution shall permit inspections and audits by the Sponsor and/or Regulatory Authorities worldwide of facilities used in connection with the performance of the Study and acknowledges that such inspections and audits may occur after completion of the Study. (It is hereby agreed that in case those inspections take place later than 6 months from completion of the Study – the Parties will discuss in good faith remuneration to reflect proper value for the time and work to be devoted by the Principal Investigator and the Study Staff for this matter). Such inspections shall be made during regular working hours and subject to reasonable prior written notice. Such inspections will include review and copying of some or all de-identified data and work product relating to the Study and all de-identified data necessary for the Sponsor to confirm that the Study is conducted in compliance with all applicable law and regulations and with the Protocol. The Institution shall notify the Sponsor as soon as practicable possible (no later than 48 labor hours) after becoming aware of such inspection - about any inspection, audit or any other regulatory action relating to the Study in order to permit the Sponsor or its representative, as long as lawfully permitted, to be present at and participate in such inspection, audit or other regulatory action. The

Institution also shall supply the Sponsor with all information pertinent to any such inspection, audit or other regulatory action. Subject to applicable law, the Sponsor or its designee shall have the right to be present at and to participate in any such inspection, audit or other regulatory action to the extent it relates to the Study.

4.4 In the event any such inspection, audit or regulatory action reveals a failure of the Institution or the Principal Investigator to perform its duties or obligations as provided herein, the Institution, or the Principal Investigator, or both, as appropriate, shall take all necessary measures to remedy each such failure as soon as practicable. The Institution shall provide the Sponsor with copies of all documentation issued by any Regulatory Authority in connection with the Study and any proposed response thereto (giving the Sponsor, where permitted by law, an opportunity to prospectively review and comment) and any other related information that the Sponsor may reasonably request and the Institution agrees to allow the Sponsor to assist in responding to any citations. The Institution and/or the Principal Investigator shall also provide to the Sponsor copies of any documents provided to any inspector or auditor – to the extent permitted by law.

## 5. REPORTS AND PUBLICATIONS

5.1 Publication of the Study results in scientific literature is encouraged, but the Principal Investigator and the Institution agree not to publish or publicly present any interim results of the Study. The Sponsor reserves the right to review and suggest amendments to any paper written or any other form of publication utilizing data generated from the Study before such paper is presented or submitted for publication in order to protect confidential information or patentable rights. No public presentation shall contain any Confidential Information of the Sponsor (except for the Study results). If the Parties disagree concerning the accuracy and appropriateness of the data analysis and presentation, and/or confidentiality of the Sponsor's Confidential Information, the Institution and/or Principal Investigator agree to meet with the Sponsor's representatives, prior to making or submission of a publication, for the purpose of undertaking good faith efforts to discuss and resolve any such issues or disagreement, but the final decision regarding the content of such publication shall be in the discretion of the Principal Investigator.

5.2 For this matter the Institution shall provide the Sponsor with the proposed publication at least 60 days before the intended date of submission for publication. If Sponsor advises the Institution that such publication reveals the Sponsor's confidential information or is likely to adversely affect the Sponsor's ability to apply for patent protection – the Sponsor may request a delay of such publication for a reasonable period of 60 days in order to permit such application or the deletion of parts of the publication without detriment to the scientific correctness of the publication. Subject to the Sponsor's right to delay as specified above, if the Sponsor does not respond to the Institution within 60 days from the receipt of the intended publication – the Institution shall be free to publish the publication.

5.3 If this Study is part of a multi-center clinical trial, the Institution and Principal Investigator agree that the first publication of the results of the Study shall be made in conjunction with the presentation of a joint multi-center publication of the Study results with the principal investigators from all sites contributing data, analyses, and comments and that any subsequent publication by the Principal Investigator will reference that primary publication.

5.4 If the Institution through it's the Principal Investigator, is identified to participate in the multi-center publication: (i) the Institution will have the opportunity to review the aggregate multi-center data, all in compliance with ICMJE; and (ii) consistent with the International Committee of Medical Journal Editors (ICMJE) regulations, the Institution will have adequate opportunity to review and provide input on any abstract or manuscript prior to its submission for publication. The Institution also retains the right, on behalf of its Principal Investigator, to decline to be an author on any publication.

However, the Institution may publish the data and Study results individually in accordance with this Section 5 upon first occurrence of one of the following: (i) a multi-center publication is published; (ii) no multi-center publication is submitted within eighteen (18) months after conclusion, abandonment, or termination of the Study at all sites; or (iii) the Sponsor confirms in writing there will be no multi-center publication.

If no multi-center publication occurs within eighteen (18) months of the completion of the Study at all sites, upon request by the Institution or the Principal Investigator, the Sponsor agrees to provide the Institution or the Principal Investigator access to the aggregate data from all Study sites all in full accordance with ICMJE. If the Sponsor is not required to provide access to the aggregate data as aforesaid, the Sponsor shall not unreasonably withhold its agreement to provide such data to the Institution or the Principal Investigator so as to facilitate a comprehensive publication proposed to be made by the Institution or the Principal Investigator.

5.5 The Principal Investigator will disclose the Sponsor's sponsorship and financial support of the Study in any publication of Study results.

5.6 The Sponsor undertakes to abide by the rules of publication issued by the Ministry of Health which are specified in the MOH Guidelines published in 2016, or any guidelines issued in addition or in substitution thereof.

5.7 The Sponsor shall be responsible for publishing the Study in the NIH web sites in accordance with the instructions of the General Manager of the Israeli Ministry of Health.

## 6. CONFIDENTIALITY

6.1 All information, data or know-how whether written, oral or in any other form designated by the Sponsor as confidential and obtained by the Institution, the Principal Investigator or anyone on their behalf from the Sponsor in connection with the Study (hereinafter: the "**Confidential Information**"), shall be treated as confidential both during the Study and for a period of seven (7) years following its termination.

Unless the Sponsor provides prior written consent, neither the Institution nor the Principal Investigator may use Confidential Information for any purpose other than that authorized in this Agreement, nor may the Institution or the Principal Investigator disclose Confidential Information to any third party except as authorized in this Agreement or as required by law, including applicable regulations (Sponsor specifically authorizes any required disclosure of Confidential Information to the IRB or regulatory authority representatives or to Study Staff involved with the Study, on a need to know basis and who are bound by agreements at least equivalent to the terms of this Agreement regarding confidentiality).

The obligations of non-disclosure and non-use shall not apply to the following:

(a) Information that is or becomes publicly available other than as a result of breach of this Agreement by the Principal Investigator, the Study Staff or the Institution;

(b) Information that is already independently known by the Principal Investigator, or employees of the Institution (or its affiliated hospitals), free from any obligations of confidentiality prior to its disclosure by the Sponsor hereunder or under any other agreement between the Principal Investigator and/or the Institution (or its affiliated hospitals) and the Sponsor, as evidenced by contemporaneous written records; or

(c) Information that was independently developed by employees of the Institution (or its affiliated hospitals) who have not been exposed to the Confidential Information as evidenced by contemporaneous written records; or

(d) Information at or after such time that is disclosed, without any restrictions on the use and/or disclosure thereof, to the Principal Investigator or the Institution or their employees, by a third party that the Institution may reasonably assume has the right and authority to make such disclosure; or

(e) Information that the disclosure thereof is required under any law, court writ or any competent authority, provided that, to the extent that it is legally permitted to do so, the Party so required shall provide the other Party with a

prompt notice of such requirement and shall reasonably cooperate with the other Party (at the other Party's expense) in challenging and/or limiting the scope of such disclosure and shall only disclose that Confidential Information required to comply with the legal requirements and shall continue to maintain the confidentiality of this Confidential information with respect to all other third parties.

If requested by Sponsor in writing, the Institution will return all Confidential Information except that required to be retained at the Study site by applicable regulation. However, the Institution may retain a single archival copy of the Confidential Information to determine the scope of obligations incurred under this Agreement.

6.2 Neither Party shall disclose this Agreement and the terms hereof, or use the name of the other Party or any of their respective affiliated companies, employees or service providers (including the Principal Investigator) in any marketing, advertising, press release or other promotional literature or any other publicity, without the other Party's prior written consent (which consent shall not be unreasonably withheld or delayed), all except for any mention in any applications to official authorities for regulatory approval or in the fulfillment of any duty owed to any competent authority (including a duty to make regulatory filings and/or reports) or for the purpose of performing any obligation under this Agreement. Except for publications under Section 5, no news release, publicity or other public announcement, either written or oral, regarding this Agreement or the Study or results arising from the Study, shall be made by the Institution or the Principal Investigator without the prior written approval of the Sponsor.

## 7. INTELLECTUAL PROPERTY

7.1 Each Party retains all right, title and interest in any patent, patent application, trade secret, know-how and other intellectual property that was owned by such Party prior to the Effective Date of this Agreement, and no license grant or assignment, express or implied, by estoppel or otherwise, is intended by, or shall be inferred from this Agreement.

7.2 Subject to Section 7.1, all rights and title to and/or interests in the research data and results derived or arising from the performance of the Protocol and/or the use or misuse or modification of the Investigational Product as well as any inventions or discoveries invented or discovered directly in connection therewith (hereinafter, collectively the "**IP**") shall be exclusively owned by the Sponsor.

7.3 The Institution or the Principal Investigator will promptly notify the Sponsor in writing of any such IP, and at the Sponsor's request and expense the Institution and the Principal Investigator will cause to be assigned to Sponsor all right, title and interest in and to such IP, execute any documents

or undertake any further actions to evidence transfer of title to the IP and results and provide reasonable assistance to obtain patents, including causing the execution of any IP assignment or other documents. If the Sponsor requests and at the Sponsor's expense, the Institution shall use its best efforts to assist the Sponsor to file a patent application covering such subject matter with the relevant patent authorities prior to any publication.

## 8. PATIENT'S CONFIDENTIALITY

The Parties undertake to maintain the confidentiality of all details relating to the Study Subjects. It is hereby agreed that the Institution shall not release any details of the identity of the patients and the Sponsor undertakes that if, for any reason whatsoever, it should become privy to such details, it shall maintain them in strict confidentiality. This provision shall survive termination of this Agreement

With the exception of personal and confidential medical records, all data generated during the course of the Study (hereinafter, "**Study Data**") will become the property of the Sponsor and shall not be disclosed to any third party without the prior written approval of the Sponsor.

## 9. SITE PERSONNEL DATA

The Sponsor may collect personal information from the Principal Investigator and Institution personnel including but not limited to names, titles and business contact information (hereinafter, "**Site Personnel Data**") and may provide that information to the Sponsor's business partners, affiliated companies and vendors working with the Sponsor on matters related to the Study to fulfill Sponsor's business purposes, including:

1. Compliance with laws and regulations regarding possible financial conflicts of interest;

2. Assessment of personnel qualifications to conduct the Study;

3. Quality control and Study management; and

4. Disclosures to ERBs, Ethics Committees or national or foreign regulatory authorities in connection with their performance of review or oversight responsibilities for the Study.

Site Personnel Data may also be aggregated with data from other Sponsor sources and evaluated for business decisions including those involving future research. Sponsor may store or process such Site Personnel Data in the U.S. or other countries at the Sponsor or Sponsor-associated facilities, as long as a business need or legal obligation exists.

The Principal Investigator and the Institution personnel may have access to Site Personnel Data about themselves that the Sponsor has collected and may have corrections made to Site Personnel Data about themselves that is inaccurate. The Principal Investigator and the Institution agree to obtain the permission of their

personnel for the transfer and use of Site Personnel Data for the purposes described in this Section 9.

The Principal Investigator and the Institution may contact the Sponsor with inquiries regarding the Sponsor's collection or use of Site Personnel Data. The Sponsor agrees to comply with all applicable laws and regulations regarding the Sponsor's use of Site Personnel Data.

## 10. SUPPLY OF MATERIALS (IF APPLICABLE)

10.1 During the Study and as an integral part of the Study as detailed in Study Protocol, the Sponsor wishes to obtain certain biological materials (as detailed in the Protocol) from Study Subjects (hereinafter, the "**Materials**"). The Sponsor warrants with respect to such Materials, as follows:

10.1.1 It has obtained all necessary approvals and permits required under law to perform the Study (including with respect to the usage of the Materials) and there is no impediment under any law or agreement to execute the Study;

10.1.2 The Materials shall be used solely for the purposes expressly detailed in the Protocol and the Sponsor shall not use the Materials for any purpose other than expressly defined in the Protocol and shall not conduct any analysis or modification of the Materials. Particularly, the Materials shall not be utilized in, or co-mingled with, any other research projects and/or programs ongoing now or in the future by the Sponsor.

Upon the earlier of the expiration or termination of this Agreement, the Sponsor, at its own cost and expense shall return or destroy all unused Materials. The Sponsor shall promptly provide the Institution with a written confirmation that all Materials have been destroyed or returned to the Institution, as the case may be.

10.1.3 It shall not transfer and/or sell and/or lease and/or directly or indirectly commercialize the Materials and/or any part thereof and/or let any third party, directly or indirectly, examine the Materials and/or the results of such examination, for whatever purpose. The Sponsor shall allow access to the Materials only to such personnel to whom access is necessary for the conduct of the research described in the Protocol.

10.1.4 It shall at all times use the Materials in a safe manner and shall at all times comply with all applicable Israeli laws, rules and regulations (including all Israeli Ministry of Health regulations and/or guidelines) pertaining to the Materials and the use thereof.

## 11. TERM AND TERMINATION

11.1 The term of this Agreement shall be from the date of its execution by the last party until the Study is either completed according to the Protocol and the Study database is locked and all final Study documentation required is received and accepted by the Sponsor or terminated.

11.2 Notwithstanding the aforesaid in sub-section 11.1 above, each of the Parties may bring this Agreement to an early end at any time, in writing, upon the occurrence of one (or more) of the following events by giving a written notice to the other Parties thirty (30) days in advance:

11.2.1 by the Sponsor, upon global decision regarding termination of Study at all centers participating in the Study.

11.2.2 if the Ministry of Health has voided, directly or indirectly, its approval of the Study or has conditioned its approval on conditions, as to which a Party has notified the other Party that it does not intend and/or is unable to comply with these conditions in whole or in part. In such case this Agreement shall be terminated ten (10) days after such notice shall have been received by the relevant Party.

11.2.3 A Party breaches this Agreement and does not cure such breach within thirty (30) days after having received a notice in writing from the other Party demanding a cure of the breach in reasonable detail so that the breaching Party is on notice of the nature of the breach.

11.2.4 A bankruptcy or liquidation proceedings are initiated by or against a Party or a receiver is appointed over a substantial part or all of its assets, and such proceedings are not ceased within a period of ninety (90) days from the time that they have commenced.

11.2.5 A serious adverse effect occurs to the Study Subjects, which, in the absolute discretion of the Institution and/or the Principal Investigator and/or the IRB and/or the Sponsor, jeopardizes the safety of the Study Subjects and/or the Study Staff, and prior notice thereof is given to the other Party by the cancelling Party within a reasonable time from the discovery of such adverse effect. In such case the Agreement shall be terminated immediately after such notice shall be sent. Notwithstanding the foregoing, in the event the Sponsor believes that immediate termination is necessary due to its evaluation of risks to enrolled Study Subject(s), the Sponsor may terminate the Study immediately.

11.3 For the avoidance of any doubt, the termination of this Agreement, for any reason, shall not prejudice the Sponsor's undertaking to pay the Institution for all services and expenditures of the Institution already performed and non-cancelable commitments incurred prior such termination with regard to

the performance of this Agreement so long as they were properly incurred and only to the extent they cannot reasonably be mitigated.

11.4 Any unexpended portion of funds previously provided by the Sponsor will be refunded to the Sponsor.

11.5 Upon termination of this Agreement, the Institution will stop enrolling patients in the Study and in accordance with the Sponsor's instructions cease conducting the Study.

11.6 Notwithstanding the above, the Sponsor reserves the right to limit enrollment in the Study by giving written notice, or by giving notice by telephone followed by written notice, to Institution and the Principal Investigator to cease further enrollment in the Study (hereinafter, the "**Enrollment Cap**"). Upon receipt of such notice, the Institution and the Principal Investigator agree to enroll no further subjects in the Study. Unless otherwise specified in writing between the Parties, in the event of such a notice to cease further enrollment, the total sums payable by the Sponsor pursuant to this Agreement shall be pro-rated for the number of Study Subjects enrolled to the date of such notice including Protocol required non-cancelable commitments for the Study, with any funds for Study Subjects beyond the Enrollment Cap previously provided by the Sponsor under the terms of this Agreement being refunded to the Sponsor.

## 12. REMUNERATION

12.1 In return for the Institution's performance of the Study, the Sponsor undertakes to pay the Institution (hereinafter: the "**Remuneration**") according to the payment schedule listed in Schedule A attached to this Agreement and constituting an integral part thereof.

12.2 The Institution shall provide the Sponsor with a receipt for each installment paid.

12.3 The payment(s) set forth in such budget are acknowledged by the Parties hereto to be adequate consideration for the work undertaken hereunder. The payments (i) represent the fair market value for the services rendered, (ii) were negotiated in an arm's length transaction, and (iii) have not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties. For work performed or expenses incurred that the Sponsor is obligated to make payment for, the Institution and the Principal Investigator will not seek additional reimbursement from another source.

## 13. INDEMNIFICATION AND INSURANCE

13.1 The Sponsor shall indemnify and hold harmless the Institution, [the Hospital], and their respective employees and agents, including the IRB, the

Principal Investigator, the Study Staff (collectively: the "**Indemnitees**") from and against any claims or proceedings (including settlements or ex-gratia payments made with the consent of the Parties and reasonable legal and expert cost and expenses (including attorney's fees) made or brought, whether successful or otherwise, by or on behalf of a Study Subject against an Indemnitee for damage (including death) to Study Subjects arising out of or resulting from the conduct of the Study or proper administration of the Investigational Product under this Agreement or any clinical intervention or procedure provided for in the Protocol (hereinafter: "**Claims**" ).

13.2 Sponsor 's indemnification obligation under this Section shall not apply the extent that such Claim is solely caused by the Institution Indemnitees': (1) negligent or wrongful acts or omissions, or (2) failure to comply with material and substantive specifications and directions set forth in the Protocol (except to the extent such deviation is reasonable to protect the rights, safety and welfare of the Study Subjects) and/or all applicable local laws or unless as soon as reasonably practicable following receipt of notice of such claim or proceeding, the recipient of the notice (by the Principal Investigator or the Institution, or both) shall have notified the Sponsor in writing of it and shall, upon the Sponsor's request, and at the Sponsor's cost, have permitted the Sponsor to have full care and control of the claim or proceeding using legal representation of its own choosing; or if the Principal Investigator or the Institution or their employees or agents shall have made any admission in respect of such claim or proceeding or taken any action relating to such claim or proceeding prejudicial to the defense of it without the written consent of the Sponsor (such consent not to be unreasonably withheld ) provided that this condition shall not be treated as breached by any statement properly made by the Principal Investigator or the Institution or their employees or agents in connection with the operation of the Institution's internal complaint procedures, accident reporting procedures, or disciplinary procedures or where such statement is required by law.

13.3 The Parties shall keep the other Parties and their legal advisors reasonably informed of the progress of any such claim or proceeding, will consult fully with the other Party on the nature of any defense to be advanced and will not settle any such claim or proceeding without the written approval of the other Party (such approval not to be unreasonably withheld).

13.4 The Sponsor hereby undertakes that, unless the Indemnitees in question agree otherwise in writing, any and all settlements of claims by the Sponsor and/or its insurers will be free of admission of any liability whatsoever on the part of the Indemnitees.

13.5 The Sponsor warrants and undertakes that prior to the commencement of the Study and as a precondition to it, it shall purchase and maintain during the entire term of the Agreement and for all relevant times subsequent there to (including for period necessary under applicable statute of limitation) sufficient insurance coverage against all liabilities, including without limitation, product liability all in accordance with the requirements of the

law of Israel. This insurance certificate will specifically include the following provisions:

Liability insurance for Clinical Trials with a specific sub limit of not less than US$3,000,000 (as per limit required by the MOH) for any one occurrence and in the aggregate.

The insurance policy shall include as additional insured: the Institution, the Hospital and/or their employees and/or the Principal Investigator and/or sub investigators and/or the Helsinki Committee and/or any medical personnel involved in performing the Study.

The insurance coverage shall be in force throughout the Study, and for all relevant periods thereafter, and in case of a claims-made basis policy the discovery period shall be 7 years (in case of minors the extended reporting period shall be 7 years from majority). The insurance must contain a specific provision whereby no cancellation or limitation of coverage shall be effected, unless 30 days advance written notice thereof be given to the Institution by registered mail. The territory limits and jurisdiction must include Israel.

Any deductible under the above mentioned policies purchased by the Sponsor shall be borne by the Sponsor.

It is hereby clarified that the minimum amounts of insurance coverage required under the MOH Guidelines shall not be construed to create a limit of the Sponsor's indemnification obligations under this Agreement.

The Institution and its officers, employees, directors and agents and the clinical studies conducted at the Hospital, are covered and shall continue to be covered throughout the term of this Agreement and the Study under a professional liability insurance in the framework of an insurance arrangement as required and in accordance with applicable Israeli law and regulation and as customarily maintained by hospitals in Israel.

Without derogating from the abovementioned, Sponsor agrees to reimburse or otherwise pay for reasonable costs of necessary medical treatment of any physical illness or injury sustained by a Study Subject to the extent such illness or injury arise from the administration of the Investigational Product in accordance with the Protocol and/or from any procedure performed according to the Protocol provided, however, that Sponsor shall not be required to provide reimbursement to the extent such injury or illness is the result of Institution's (1) negligent or wrongful acts or omissions or (2) failure to comply with material and substantive specifications and directions set forth in the Protocol (except to the extent such deviation is reasonable to protect the rights, safety and welfare of the Study subjects), and/or all applicable local laws.

The Sponsor represents that to the Sponsor's best knowledge the Study does not infringe upon the rights, including the intellectual property rights, of any

third party and undertakes to indemnify, defend and hold harmless the Institution, the Principal Investigator, the Helsinki Committee and their employees from and against any and all losses, claims or expenses incurred by or imposed upon them or any one of them, in connection with a breach of such representation.

13.6 Nothing contained in this Agreement shall be construed as a warranty by the Institution or the Principal Investigator that the results of the Study will be useful or commercially exploitable or of any value whatsoever. In addition, and without derogating from the aforementioned the Institution and the Principal Investigator disclaim all warranties, either express or implied, with respect to the Study results and any products that incorporate, integrate or are designed based in whole or part, on the Study results, including without limitation implied warranties of merchantability, efficacy and fitness for a particular purpose.

13.7 Subject to the above regarding indemnification, neither Party shall be liable (whether under contract, tort (including negligence) or otherwise) to the other Party, or to any third party for any indirect, incidental or consequential damages, including, without limitation, any loss or damage to business earnings, lost profits or goodwill and lost or damaged data or documentation, suffered by any person, arising from and/or related with and/or connected to this Agreement even if such Party is advised of the possibility of such damages.

13.8 The Parties' undertakings under this section shall survive expiration or termination of this Agreement for whatever reason.

## 14. ADVERSE EFFECTS

14.1 In the event one or more of the Study Subjects sustain any adverse effects related to the Study, the Principal Investigator shall inform the Sponsor and the Institution’s Helsinki Committee and/or the Institution's management and/or the authorized national health authorities. The Principal Investigator and the Institution are also entitled to immediately cease the performance of the Study and report their decision to the Sponsor subject to the terms stated above.

14.2 In the aforementioned event, the Sponsor undertakes to break the study medication’s code and immediately inform the Principal Investigator and/or the Institution the content of the medication received by each Study Subject. The Sponsor will also immediately take all measures at its disposal, to evaluate the risk to the other Study Subject and will instruct the Principal Investigator which measures to take in regard to that risk.

## 15. LAW AND VENUE

Amy dispute between the Parties to this Agreement, including its breach and/or its implementation and/or its termination, shall be decided exclusively by the competent court of law in Tel-Aviv, Israel, which shall have exclusive jurisdiction and the law that shall apply in such case shall be the statutes and laws of the State of Israel.

## 16. MISCELLANEOUS

16.1 **Non employment.** For the purpose of this Agreement, the Institution and/or its Principal Investigator and staff and/or anyone on their behalf will be deemed an independent contractor and not an employee agent or joint venture of the Sponsor. Neither the Institution nor the Principal Investigator or any of the above has any authority to represent, bind or act on behalf of the Sponsor.

16.2 **Good Faith**. Both Parties shall be under a duty to act in good faith in the performance and enforcement of this Agreement.

16.3 **Notices**. Except as otherwise provided in this Agreement, all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly served (i) upon personal delivery, (ii) upon facsimile transmission (receipt of which has been orally confirmed by the recipient), or (iii) seven (7) business days after deposit, postage prepaid, return receipt requested, if sent by Registered Mail and addressed to the address of the Parties first above stated or in accordance with such other address information as the Party to receive notice may provide in writing to the other Party in accordance with the above notice provisions. Any notice given by any other method will be deemed to have been drily served upon receipt thereof. In case of the Sponsor having a foreign address, an Israeli representative should be nominated to be considered as duly served on behalf of the Sponsor concerning the receipt of any legal documents.

16.4 **Assignment**. This Agreement is personal to the Parties and may not be assigned without the prior written consent of the other Party. The Institution and the Principal Investigator will ensure that all third parties providing services on their behalf comply with the terms and conditions of this Agreement. Notwithstanding the above, the Sponsor may assign this Agreement to any of its affiliates, to a contract research organization in connection with the transfer of sponsor obligations (except for indemnification obligations which will remain the Sponsor's obligation, or in connection with a merger or other corporate reorganization, or otherwise in connection with the transfer of all or substantially all of the Sponsor’s assets relating to the Investigational Product – provided the designee accepts and will be bound by all of the Sponsor's obligations according to this Agreement, and provided, further, that the Institution shall not be prejudiced by such assignment.

16.5 **Captions.** Any paragraph or other captions are inserted for convenience only and shall not be considered a part of or affect the interpretation or construction of any of the provisions of this Agreement.

16.6 **Waivers.** No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power, or privilege by either Party shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further or other exercise thereof or of any other, as each such right, power, or privilege may be exercised either independently or concurrently with others and as often and in such order as each Party may deem expedient.

16.7 **Survival of Provisions**. Notwithstanding termination of this Agreement for any reason, this Agreement shall remain in full force and effect with respect to the Parties undertakings related to the Study that by virtue of their nature are intended to survive such termination.

16.8 **Entire Agreement; Amendments**. This Agreement, including, without limitation, its schedules, contains the entire agreement of the Parties with respect to its subject matter. No oral or prior written statements or representations not incorporated herein shall have any force or effect, nor shall any part of this Agreement or the Protocol be amended, supplemented, waived or otherwise modified except in a writing signed by all of the Parties. Regarding any inconsistency between this Agreement and the Protocol, the Protocol will prevail with respect to Study Subject care matters and this Agreement will prevail with respect to all other matters.

16.9 **Severability**. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that determination shall not affect any other provision of this Agreement, and each such other provision shall be construed and enforced as if the invalid, illegal, or unenforceable provision were not contained herein.

16.10 **Force Majeure**. Noncompliance by a Party with the obligations of this Agreement due to force majeure, (laws or regulations of any government, war, civil commotion, destruction of production facilities and materials, fire, flood, earthquake or storm, labor disturbances, shortage of materials, failure of public utilities or common carriers), or any other causes beyond the reasonable control of the applicable Party, shall not constitute breach of this Agreement and such Party shall be excused from performance hereunder to the extent and for the duration of such prevention, provided it first notifies the other Party(ies) in writing of such prevention and that it uses its best efforts to cause the event of the force majeure to terminate, be cured or otherwise ended.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and each of the undersigned hereby warrants and represents that he or she has been and is, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement.

| | |
|---|---|
| The Sponsor | The Institution |

I the undersigned _____hereby declare and confirm that I read and understood this Agreement, I agree to be appointed as the Principal Investigator of the Study on behalf of the Institution and I undertake to comply with all the conditions, provisions, instructions and stipulations of the Agreement. **[This acknowledgement to be added where the Principal Investigator is not a party to the Agreement.]**

The Principal Investigator