

FELLOWSHIP STATEMENT

Dr. / Mr. / Ms.

Passport no.:

Address:

(hereinafter: the "**Fellow** ")

WHEREAS The A.R.O. is engaged in Research in the field of _____

(hereinafter: the "**Research**") which is taking place in A.R.O's premises in _____
_____ (hereinafter: the "**Premises**");

AND WHEREAS The A.R.O has published an RFI and/or has posted an Add on its website in search for a suitable candidate to participate in the Research as a Fellow in the A.R.O for a period of time as specified in this Statement below (hereinafter: the "**Fellowship**");

AND WHEREAS The A.R.O has selected the Fellow to participate in the Research and the Fellow is interested in participating in the Research and be awarded the Fellowship on the terms and conditions set out in this contract;

NOW THE PARTIES AGREE AS FOLLOWS:

1. Preamble

- 1.1 The preamble to this Statement and its appendixes constitutes an integral part thereof.
- 1.2 In case of contradiction between this Statement and any of its appendixes this Statement shall prevail.

2. The Research

- 2.1 The Fellow will perform the Research for a period of _____ commencing on _____ (hereinafter: the "**Research Period**") under the supervision of Dr. _____ from the _____ Institute (hereinafter: the "**Supervising Researcher**").
- 2.2 If both parties are interested in extending the Research Period, the Fellow shall file a request to the A.R.O for extension of the Research Period. The request shall be filed at least two months before the end of the original Research Period, and accompanied by documents and/or reports as may be requested at the time.

The A.R.O may authorize the extension of the Research Period at its full discretion provided that the extension was approved by the A.R.O's tender committee and according to any required internal procedures.

3. Declarations and Undertakings of the Fellow

- 3.1 The Fellow declares that all the information he/she has provided the A.R.O in the framework of his/her application to the Fellowship is accurate. The Fellow is aware that if at any point during Fellowship it is discovered that the Fellow has provided the A.R.O with inaccurate information, the A.R.O shall be entitled to terminate this Statement and the Fellow will be required to refund the A.R.O for any Payments (as well as any other costs incurred by the A.R.O due to the inaccurate information) he/she has received under this Statement, in part or in full, as per the A.R.O's full discretion.
- 3.2 The Fellow will supply all necessary documents and requirements for or in connection with access to the premises, as may be specified from time to time by the Supervising Researcher or any other representative of the A.R.O for the purpose as specified in the Appendix A which is enclosed to this Statement as an integral part.
- 3.3 The Fellow will perform the Research to the best of his/her abilities and will make every effort to fulfill his/her commitments in a timely manner and in accordance with the instructions of the Supervising Researcher.
- 3.4 The Fellow will not deviate from the Research topic as detailed in Appendix A without the explicit prior written consent of the Supervising Researcher.
- 3.5 In case the Fellow wishes to cease his/her work on the Research for a period longer than two months it will only do so after obtaining written authorization from the A.R.O.
- 3.6 The Fellow declares that he/she has the technical and professional ability to abide by the terms of this statement and that there is no legal or contractual impediment to him/her entering into this Statement
- 3.7 The Fellow undertakes to make all the necessary preparations and arrangements necessary for his/her arrival at the A.R.O and the performance of the Research under this Statement and as per the instructions of the A.R.O.
- 3.8 The Fellow undertakes to comply with all the safety regulations relevant to performing the Research and handling any materials related to the Research.
- 3.9 The Fellow reaffirms his/her agreement to the Fellowship Payments due from the ARO, if such as been agreed upon by the Parties, in the amount of _____ ₪ / \$ per month, and shall not have in claim against the A.R.O in this regard.
- 3.10 The Fellow is entitled to pre-authorized absence of up to 14 days per year, subject to pre-coordination with his/her Supervising Researcher. The pre-authorized absence days shall be taken consecutively. For each day of authorized absence the

Fellow shall be entitled to receive Fellowship payment equivalent to half a 'regular' day's payment, as detailed above, respectively.

- 3.11 The Fellow does not have any conflict of interest that reasonably could or should prevent him/her from taking the Fellowship at the ARO. Furthermore, the Fellow does not and shall not receive during the Research Period any additional fellowship and/or salary and/or other form of benefit from any other institute that is related to the ARO or that is engaged in same or similar Research Fields to the Research conducted by the Fellow or his/her research team in the ARO. The Fellow shall not negotiate terms for employment or participation in researchers that bear resemblance to the Research he/she is engaged in at the ARO, in any institution during his/her Fellowship in the ARO, and such negotiations shall be deemed as conflict of interest and a breach of this Statement. In case of even the slightest possible doubt as to whether or not there is a conflict of interest or a potential thereto (including but not limited to any job offers that may, if accepted, present a conflict of interests or raise concern regarding the confidentiality obligations the Fellow has taken upon himself/herself according to this agreement), whether if this situation occurs before the start of the Fellowship or the situation arises during the course of the Fellowship, the Fellow shall bring the matter to the consideration of the ARO who shall have full discretion whether or not to approve the Fellowship or to discontinue it, as the case may be.
- 3.12 The Fellow undertakes to purchase Health Insurance and Personal Injury Insurance, as well and any other insurance as may be instructed by the A.R.O in the future, and to provide A.R.O with a copy of the insurances.
- 3.13 The Fellow undertakes to submit in a timely manner, as per the instructions of the Supervising Researcher, any reports relating to the Research as deemed necessary by the A.R.O, including progress reports, scientific reports, etc.
- 3.14 The Fellow declares as follows:
- a. He/she is aware that the provisions of this statement do not create an employment relationship between the parties and that nothing contained in this Statement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship, and no party can bind the other party for any undertaking that it accepts upon itself towards a third party.
 - b. He/she is aware that the A.R.O may at any time terminate the Fellowship due to lack of progress in his/her work and/or violation of this Statement.
 - c. He/she is aware that any publication relating to the Research will be subject to the prior written approval of the A.R.O. Additionally, any such publication will note the contribution of the A.R.O and the Supervising Researcher. This provision shall survive the termination of this Statement and will remain in full force and effect during a period of 7 years from signing this Statement.
 - d. He/she is aware that any invention, know-how, or other form of intellectual property developed or conceived by the Fellow whilst using the facilities for the

research in the period shall be deemed to be property of A.R.O. The Fellow shall have no and shall not assert any attempt to any intellectual property in any such invention, know-how or other form of intellectual property.

4. Confidentiality

4.1 The Fellow acknowledges that during his/her Fellowship at the ARO, he/she will be privy to confidential information and understands the critical importance of maintaining confidentiality regarding all such confidential information (as will be detailed below). In particular, and without derogating from the generality of the above, the Fellow acknowledges that he/she might participate in researches that are done in collaboration with third, sometimes commercial, parties. In such cases, in addition to the confidentiality obligations detailed in this section, the Fellow will be obligated to any additional confidentiality obligations as agreed upon between the ARO and the Company.

4.2. The Fellow will keep confidential all the information that comes into his/her possession or of the information he becomes aware of during the period of his/her stay in the premises, especially connected to the research, and shall under no circumstances share such information with any third party without the ARO prior written consent.

Information in this statement will include:

- a. Information given or disclosed in confidence by A.R.O, its officers or employees; or
- b. Information relates to/or is in connection with research conducted or being conducted by A.R.O; or
- c. Information relates to/or is in connection with ideas, concepts, suggestions, explanations or proposals conceived or made by officers or employees of A.R.O in the course of their respective duties.

"Confidential Information" means, without limitation any and all data, know-how, formulas, manufacturing know-how, documents, specifications, samples, reports, studies, findings, inventions and ideas.

To the extent practical, Confidential Information shall be disclosed in tangible form marked "Proprietary" or "Confidential"

4.3 The Fellow undertakes not to use the Material, test, duplicate, combine with other materials, make changes, in any material which he needs for his research, for any other purpose other than his research. Nor shall he convey, send or take out in any other way the Material out of A.R.O and / or out of Israel.

In this clause "Material" means any biological, biochemical, chemical and other substances.

4.4 It is understood by the Fellow that not fulfilling these undertakings, as mentioned above in this clause, is a material breach of this statement.

- 4.5 The Fellow will not copy, reproduce, divulge, publish or circulate (or authorize or permit anyone else to do the same) any information of the kind specified in Clause 4 or any other information that is the property of A.R.O without the prior written approval of the Head of A.R.O;

The obligation of confidentiality will not apply to any information which:

- a. Is in the public domain at the time of disclosure to the Fellow as evidenced by printed publications or which becomes part of the public domain by publication of otherwise other than through an act or default of the Guest Scientist;
- b. Was previously known to the Fellow free of any obligation to keep it confidential and of which the Fellow has written evidence (or other evidence capable of being reproduced in a material form) which establishes the fact of that prior possession and knowledge;
- c. Was previously disclosed to the Fellow prior to the time of disclosure to the Fellow hereunder by a third party who had imposed no obligation of confidentiality and who had not acquired such information directly or indirectly from a source unauthorized by A.R.O.

- 4.6 This undertaking will be effective from the date of signing this Statement, shall survive the termination of this Statement, and will remain in full force and effect during a period of 7 years from the date hereof or from the date of delivering of any confidential information, the later of the two (hereinafter "the relevant date").

5. Disclaimer

Except for the extent caused directly by A.R.O's gross negligence or willful misconduct, the Fellow releases A.R.O, its employees and agents, from and against any action, claim proceeding or demand (including any costs or expenses) which may be brought against A.R.O. and/or the Fellow, for any loss, damage or injury arising out of or in connection with this Statement and shall indemnify A.R.O for those damages.

6. Breaches and Termination

- 6.1 If the Fellow breaches a provision of this Statement, and in particular provisions 3 and 4, and such breach either cannot be cured or fails to be cured by the Fellow within 10 days of receipt of written notice describing the breach, then the A.R.O may consider this Statement as null and shall be exempt from any obligation entailed in this Statement, including the obligation for Payments as detailed in provision 4.
- 6.2 Notwithstanding the above, if the Fellow has ceased his/her work on the Research and/or has deviated from the Research without the explicit written authorization from the A.R.O as stated in provision 3.4, the A.R.O shall be entitled to terminate this Statement and the Fellow may be required to refund the A.R.O any Payments which he/she has received under this Statement, in part or in full, as per the

A.R.O's full discretion.

- 6.3 Both the Fellow and the Supervising Researches shall be entitled to terminate the Fellowship under this Statement by giving written notice to the other party two months in advance.

7. Miscellaneous

- 7.1 The Fellow will promptly provide details of all work being conducted by him/her on the premises to the Head of A.R.O upon request.
- 7.2 The obligations of the Parties under Provisions 3- 6 of this Statement shall survive the termination of expiration of this statement.
- 7.3 The Fellow will not be entitled to assign or delegate any of the rights, interests or obligations under this Statement, in whole or in part, by operation of law or otherwise.
- 7.4 This Statement shall in all respects be construed as a statement made in Israel and government to the law of Israel. The courts of Tel Aviv district will have jurisdiction upon any dispute concerning this Statement.

Signed on ____ / ____ /2022

Fellow Signature: _____