

## **AGREEMENT**

**BETWEEN** The Government of Israel  
on behalf of the State of Israel,  
represented by Head of the Agricultural Research Organization  
and the Treasurer of A.R.O, P.O.B. 6 Bet-Dagan  
(hereinafter A.R.O)

**on the one part**

**AND** Dr. / Mr. / Ms.  
Passport no.:  
Address:

(hereinafter the **Guest Scientist**)

**on the other part**

**WHEREAS** **A.R.O** (hereinafter "the Institution") is engaged in Research

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(hereinafter "the Research" which is taking place in A.R.O's premises  
in \_\_\_\_\_ (hereinafter "the premises"))

**AND**  
**WHEREAS** The Guest Scientist is interested to participate in the research for a  
period of time as specified in this agreement below and to use the  
facilities at A.R.O at no costs to Guest Scientist.

**AND**  
**WHEREAS** A.R.O welcomes the Guest Scientist and is willing to cooperate all  
according to the provisions of this agreement.

**NOW THE PARTIES AGREE AS FOLLOWS:**

1. The preamble to this agreement constitutes an integral part thereof.
2. The Guest Scientist will supply necessary documents and requirements for / or  
in connection with access to the premises, as may be specified from time to  
time by Head of A.R.O or anyone nominated by him (hereinafter "Head of  
A.R.O") for the purpose as specified in the Appendix which is enclosed to  
this agreement as an integral part.
3. The Guest Scientist will stay at A.R.O for a period of \_\_\_\_\_ commencing

on \_\_\_\_\_ (hereinafter "the period")

- 4.** The Guest Scientist will keep confidential all the information that comes into his possession or of the information he becomes aware of during the period of his stay in the premises, especially connected to the research.

Information in this agreement 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.

Information in this clause shall mean:

"Confidential Information" means, without limitation any and all data, know-how, formulas, manufacturing know-how, documents, specifications, samples, reports, studies, findings, inventions and ideas, which each party (the A.R.O) will disclose to the other party (the "Guest Scientist"). To the extent practical, Confidential Information shall be disclosed in tangible form marked "Proprietary" or "Confidential"

- d.1** The Guest Scientist 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.

- d.2** It is understood by the Guest Scientist that not fulfilling these undertakings, as mentioned above in this clause, is a material breach of this agreement.

- 5.** The Guest Scientist 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 Guest Scientist 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 Guest Scientist free of any obligation to keep it confidential and of which the Guest Scientist 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 Guest Scientist prior to the time of disclosure to the Guest Scientist 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.
- 6.** Except for the extent caused directly by A.R.O's negligence, the Guest Scientist 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 Guest Scientist, for any loss, damage or injury arising out of or in connection with this Agreement and shall indemnify A.R.O for those damages.
- 7.** Any invention, know-how, or other form of intellectual property developed or conceived by the Guest Scientist whilst using the facilities for the research in the period shall be deemed to be property of A.R.O except in special occasions where the Guest Scientist has innovative contribution in to the intellectual property developed in the period. Full, complete and timely disclosure of such inventions, know-how or other form of intellectual property shall be made by the Guest Scientist to A.R.O whether request is made by A.R.O or not.

Guest Scientist 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 and warrant that no person other than the Parties to this Agreement has any right of entitlement to assert any intellectual property in any such invention, know-how or other form of intellectual property.

Guest Scientist shall co-operate with all reasonable requests of A.R.O for protection or exploitation of any such invention, know-how or other form of intellectual property including executing all documents that may be reasonably required.

In case of mutual Intellectual property developed by A.R.O's employees and the Guest Scientist, A.R.O shall be entitled to determine how and by whom any such invention, know-how or other A.R.O form of intellectual property is to be exploited and will negotiate in good faith to determine how the royalties or any other income received in respect of any such exploitation shall be shared.
- 8.** The Guest Scientist will promptly provide details of all work being conducted by him on the premises to the Head of A.R.O upon request.
- 9.** The obligations of Guest Scientist and Employer under Clauses 1- 6 of this Agreement shall survive the termination of expiration of this agreement.

10. This Agreement shall in all respects be construed as an agreement made in Israel and government to the law of Israel. The courts of Tel Aviv district will have jurisdiction upon any dispute concerning this Agreement.

Thus done signed at

on date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**The Government**

\_\_\_\_\_  
**Head of A.R.O**

\_\_\_\_\_  
**Treasurer of A.R.O**

\_\_\_\_\_  
**Guest Scientist**

\_\_\_\_\_  
**Approval of A.R.O's Legal Advisor**

**AS WITNESS**