

30/10/2012

TO: ADMINISTRATION DIRECTORS, RESEARCH COORDINATORS
FROM: RESEARCH AUTHORITY DIRECTOR

**RE: REQUISITION FOR SERVICES - INSTRUCTIONS FOR EXECUTING AN
AGREEMENT WITH SUBCONTRACTORS**

Services should not be ordered prior to the settlement of the Agreement with the service providers - the version is proposed herein.

Please instruct the researchers and subcontractors to strictly adhere to the following instructions:

1. Complete all the paragraphs which have a designated space to complete: paragraphs 2.2, 3.1, 9.6. In paragraph 6.3, note 55% of the hourly rate.
2. The researcher and the subcontractor must agree upon and sign the ordered work content and itemize it using the document that will be entitled "Appendix A", to be attached to the Agreement.
3. The researcher and the subcontractor must agree upon and sign the financial remuneration for the ordered work content and itemize it using the document that will be entitled "Appendix B", to be attached to the Agreement.
4. The researcher must complete the declaration and note whether or not he has any familial relationship to the contractor, etc.
5. The contractor must declare if he has other clients in addition to the Technion, and to list their names.
6. A person who has retired from the Technion or the Technion Research & Development Foundation Ltd. may not be employed using this Agreement. For any issues related to employing a retiree, contact the director of the HR department.
7. The contractor must initial each of the pages of the agreement.
8. Extension of the Agreement period must be conducted two months prior to the conclusion of the Agreement period, because unfortunately, **we will be unable to honor invoices for which there is no signed and valid agreement.**
9. I would appreciate it if the aforementioned information is brought to the attention of all the pertinent parties, in order to prevent a delay in the signing of the agreements and payments to the contractors.

The research authority established a database in GROUPS, which features a list of the agreements and their terms.

10. Invoices transferred for payment (to Zila and Hadas) for which there is no valid agreement, will be returned to the research coordinator (and will not be paid until the agreement is settled).

Sincerely,

Rita Bruckstein

SERVICE AGREEMENT

Signed in _____ on _____, 201__
(Hereinafter: "The **Date of Record**")

Between

Technion Research & Development Foundation Ltd.
Technion City, Haifa 32000
(Hereinafter: the "**Company**")

Of the first part

And

Private Company/Licensed Dealer No. _____
(Hereinafter the "**Subcontractor**")

Of the second part

Whereas: The Subcontractor has a reputation for and experience in providing the services and he wishes and agrees to provide the Company with the services, as an independent contractor, all subject and according to the terms of this Agreement, both on a personal basis and by someone under his employ;

And Whereas: The Company is interested in receiving services from the Subcontractor for its own purposes, as detailed in Appendix A to this Agreement (Hereinafter: the "**Services**");

And Whereas: At the basis of this Agreement between the parties and the calculation of the costs of the agreement for the Company, there exists the assumption that no employee-employer relations exist between the Subcontractor and the Company and that the terms for the agreement will be set down in this special agreement;

Therefore, it has been stipulated, declared and agreed upon by the parties, as follows:

1. Declarations and Commitments of the Subcontractor

- 1.1 The Subcontractor will provide the Company with the Services as detailed in the Work Content document attached as Appendix A. The Company is entitled to request changes to be made to the Work Content document, and based on the agreement of the parties; the Work Content document will be amended accordingly.

- 1.2 The Subcontractor declares that he possesses the knowledge, reputation, capabilities, credentials and experience required to provide the Services to the Company, and to execute all of his commitments according to this Agreement. The Subcontractor commits to act and provide the services on a high professional level, with skill and loyalty.
- 1.3 The Subcontractor commits and declares that his commitment to supply services to the Company will not place him in a situation of conflicting interests involved in providing services to other parties. In the event that there is concern regarding a conflict of interest during the period of the providing of the Services - the Subcontractors will be required to notify the Company of such forthwith.
- 1.4 The Subcontractor hereby declares that he is aware that he is not entitled to represent the Company and/or the Technion and/or any of its departments and to assume commitments in its name, in writing or orally, with regard to third parties, in any matter, with the exception of circumstances in which he is acting as the Company's subcontractor, unless the matter was settled and agreed upon by the Company in an explicit manner in advance and in writing.
- 1.5 The Subcontractor commits that the Services provided and/or that will be provided by him will be in accordance with the provisions of the Law.
- 1.6 The Subcontractor commits not to make use of the Technion's name or the name of the Technion's Research and Development Foundation Ltd. or their symbols, in order to promote his interests or to advertise his services, unless he has received written authorization for such in advance by the Company's authorized signatories.

2. The manner in which the Services are to be provided by the Subcontractor

- 2.1 The Subcontractor commits to provide the Services to the Company as established and the requirements and deadlines required of him by the Company, as is detailed in **Appendix A** or according to the agreements between the parties.
- 2.2 The Subcontractor will report to the Company's representative, _____ (the "**Company's Representative**"), regarding the progress of the provision of the Services. A written report will be submitted to the Company's Representative every ____ months.
- 2.3 The parties agree that any equipment transferred to the Subcontractor by the Company, for the purpose of providing the Services - shall remain the exclusive property of the Company and will be returned to the Company at the earliest date between the completion of the Services period or the termination of the Agreement.

3. The Term of the Agreement and its Termination

This Agreement will apply to the Services provided by the Subcontractor to the Company from _____ to _____ (the "**Period of Provision of Services**").

Any party is entitled to terminate this Agreement, in the event of a fundamental breach of the Agreement by the other party and/or in the event that the other party has

become insolvent or if a petition has been filed against it for bankruptcy, receivership or liquidation (hereinafter: the "**Cause**"), to the extent permitted by the Law.

Said termination of the Agreement will come into force at the end of thirty (30) days from the submission of written notification, if the Cause for the termination of the Agreement was not eliminated.

The Company is entitled to terminate the Agreement, without cause, by written notification of fourteen (14) days in advance. Upon termination of the Agreement and pursuant to the instructions of the Company, the Subcontractor will cease executing the Services and/or will complete all the Services as agreed upon with the Company. The Subcontractor will be entitled to payment for the Services he has completed up to the date of the termination of the Agreement.

The paragraphs in this Agreement on the subject of protecting confidential information (paragraph 7), as well as the subject of intellectual property (paragraph 8) - will survive the termination of the Agreement and the conclusion of the period of provision of the Services.

4. The Remuneration

- 4.1 The Company will pay the Subcontractor a financial remuneration only for the Services that were actually provided by the Subcontractor and for which remuneration was agreed upon, as detailed in **Appendix B** of this Agreement.
- 4.2 Prior to the commencement of the provision of the Services, the Subcontractor will provide the Company with the following documents: Certificate of Tax-Deduction at Source and a Certificate of Financial Accounting.
- 4.3 Immediately following the completion of his work, the Subcontractor will issue the Company a detailed tax invoice for the Services.
- 4.4 The Company is entitled to request additional details from the Subcontractor, based on its discretion, including documentation of the expenses, dates and jobs that the Subcontractor used to base the invoice that he submitted for the Services he rendered to the Company.
- 4.5 The remuneration in accordance with this Agreement will be paid to the Subcontractor within current + 30 days from the date that the invoice was submitted and its written authorization by the actual recipient of the Services, and also by the Company's authorized signatories.
- 4.6 The company is entitled to offset any sum it is entitled to from the Subcontractor from any sum that it owes or will owe the Subcontractor.
- 4.7 It is hereby agreed upon by both parties that the Company is entitled to delay any document/material/work, and any payment to the Subcontractor for the Services, until the Services are completed to its complete satisfaction.
- 4.8 The Subcontractor hereby explicitly declares that the remuneration that will be paid to him for the Services in accordance with this Agreement includes all the payments owed to him and he will not be entitled to any other additional payment.

5. **Subcontractor's Liability**

- 5.1 The Subcontractor will bear the sole liability for any loss or damage, of any kind, that will be caused to him, to anyone on his behalf and/or any third party, and that will be caused by or related to an act he committed or will commit or any oversight on his part in the framework of providing the Services to the Company.
- 5.2 If the Company is required to make a payment or to pay any sum of money to a third party for something that stems from or is related to the Services that were rendered by the Subcontractor, the Subcontractor commits to reimburse and compensate the Company for any sum it will be required to pay, including any applicable interest, expenses or lawyer's fees required in light of the case.
- 5.3 Without derogating from his liability, the Subcontractor commits to attain and pay for an insurance policy, at his expense, through a legally authorized insurance company, an insurance policy that will cover any loss or damage for which the Subcontractor is liable as stated in the aforementioned paragraphs.

6. **The Subcontractor - Independent Contractor**

- 6.1 It is hereby clarified that the Subcontractor is an independent contractor, as per his request and wish, and that this Agreement shall not create an employer-employee relationship or relations involving an agency, emissary, authorization or partnership between the Subcontractor, and/or anyone he employs, and the Company.
- 6.2 The Subcontractor will bear sole liability for the payment of all the taxes, National Insurance, pension insurance and any other mandatory payment that will apply to said as part of his occupation related to the Services that he will provide or provides to the Company and related to the fulfillment of any of his undertakings as part of this Agreement.
- 6.3 Without derogating from the aforesaid, it is agreed upon between the parties that if, notwithstanding that which has been agreed upon between them, any type of legal instance will determine in the future that during the period in which this Agreement applies, there existed employer-employee relations between the Subcontractor, and/or anyone on his behalf, and the Company and, that the Company must bestow upon him/them the rights of a salaried employee for the relationship that is the subject of this Agreement, the following will apply:

The Subcontractor will reimburse the company for any petition and/or claim filed against the Company by the Subcontractor and/or someone on his behalf for employer-employee relations, within 14 days of the receipt of this claim in writing, including covering the legal expenses of the Company that ensued due to said claim or petition.

If it shall be established that the Subcontractor and/or someone on his behalf must receive payment for the said employer-employee relations, then the wages of the 'employee' who provided the Services such as those that the Subcontractor was meant to supply to the Company, from the day the parties entered into agreement, will not exceed NIS _____, gross, per hour (Hereinafter: "**Wages**"), for the provision of the Services as defined above and, subject to the scope of the position,

as is customary in the Company. The balance of the funds will go toward and in place of the social benefits, if such apply, and the balance will be returned to the Company, as will be specified hereunder.

It is agreed upon and declared that the remuneration received by the Subcontractor and/or someone on his behalf according to this Agreement, for the rendering of the Services, is higher than the wages that the Company employees receive for work of a similar nature and substance.

To remove any doubt, the Company will not pay double wages for the provision of the Services according to this Agreement, i.e., any payment made to the Subcontractor and/or someone on his behalf or in his place and/or on account of the payment to be paid as wages to the Subcontractor and/or someone on his behalf.

Should double wages be established as aforesaid, there will be a settling of accounts between the parties, and the Subcontractor will pay the Company any surplus amount that he and/or someone on his behalf has received beyond the wages due during the period of this Agreement, with the addition of linkage differences, and based on the CPI and the yearly interest as set down in the Interest and Linkage Law with regard to the debts at the Official Debt Collection Agency, which will be calculated from the date the payment is made to the Subcontractor until the day it is actually returned by the Subcontractor to the Company, everything based on the CPI known on the relevant date.

The Subcontractor hereby presents the Company an irrevocable order to offset from any sum that will be ruled in his favor, for the existence of an employer-employee relationship, if such a ruling is made, the entire debt the Subcontractor shall have toward the Company and that was derived from the aforementioned settling of accounts.

In order to prevent doubt, it is hereby clarified, that this offset order does not exempt the Subcontractor from his undertaking to repay said debt in the event that the offset will not be sufficient or will not be executed for any reason, and with the addition of linkage differences and a yearly interest at a rate of 5%, from the actual date of payment until the date of the repayment.

If the Company shall assume payment, or shall be required to pay any sum to a third party, in accordance to a judicial ruling for the existence of an employer-employee relationship, the Subcontractor will reimburse the Company the entire aforementioned cost.

- 6.4 In the event that the Company shall be required to pay the Subcontractor and/or someone on his behalf, any sum following a claim filed by any of them and in which it was claimed that employer-employee relations existed between the Subcontractor and the Company, the Subcontractor will reimburse the Company any sum the Company will be requested to pay as aforesaid, including covering the legal expenses it incurred due to the petition and/or claim, within 14 days of being asked to do so.

7. Protecting Confidential Information

- 7.1 The Subcontractor commits to maintain complete confidentiality, during the period of the provision of the Services and the subsequent 12 months, of the information he received or he will receive in connection to this Agreement and/or related to the Company and its activity and/or related to the provision of the Services. The Subcontractor commits to not make any use of this information unless it is solely for the purpose of providing the Services to the Company, and he must return it to the Company at the earliest date between the completion of the provision of the Services or immediately upon the termination of the Agreement.
- 7.2 The Subcontractor commits that during the period of the provision of the Services and the subsequent six months, he will not become engaged, directly or indirectly, in any occupation which may pose direct or indirect competition for the Services he provided to the Company and he will not hire a person who has worked for the Company during this period.
- 7.3 Upon completion of the service period and/or the termination of this Agreement, as aforementioned in paragraph 2, the Subcontractor commits to return to the Company, forthwith, all the documents and/or other property in his possession that belong to the Company or are connected to the Services, and not to transfer them to another person and he commits to take any steps necessary to prevent damage to the Company.

8. Proprietary Rights

- 8.1 To remove doubt, the Subcontractor hereby declares and commits that he does not nor will he possess any rights of any kind, including copyrights and/or other proprietary rights, with regard to any document, report, program, computer software, material, product, outcomes, data and work that he has edited, prepared or participated in its editing and/or preparation for the Company and/or for third parties as part of the provision of the Services.
- 8.2 All the Services and their byproducts that were provided and will be provided by the Subcontractor to the Company in the framework of this Agreement will belong exclusively to the Company. The Subcontractor hereby assigns his rights, if such exist, to all the byproducts and the Services to the Company.
- 8.3 The Subcontractor commits to not publish and not to allow anyone on his behalf to publish anything connected to the Services, including their byproducts or arising therefrom, unless he has received the Company's consent for such in advance and in writing. The Subcontractor is aware that the Company has the complete and exclusive right to make any use of the Services, their byproducts and anything arising therefrom, as is customary with proprietors.

9. Miscellaneous

- 9.1 The parties are not entitled to assign and/or transfer their rights and/or obligations by virtue of this Agreement, in part or in their entirety, to any third party, unless there is written advance consent from the other party.
- 9.2 This Agreement expresses the complete agreement between the parties, and all the arrangements, representations or understandings that existed prior to the signing of this Agreement, inasmuch as they did not receive explicit expression in this

Agreement, will be invalid. Any amendment or waiver implemented by any of the parties with regard to this Agreement shall be made in writing and signed by the parties alone.

9.3 This Agreement may be amended in writing and with the signatures of the authorized signatories of both the parties.

9.4 The terms mentioned in paragraphs 3, 4, 5, 6, 7, and 8 to this Agreement, are principal and fundamental terms of this Agreement.

9.5 It is agreed upon by the parties that in any dispute related to this Agreement and/or anything related thereto, directly and/or indirectly, the parties will attempt to reach a satisfactory solution in good faith. In the event that they fail to do so, the Parties agree that the dispute will be brought before the Court, and it is agreed that the exclusive legal jurisdiction will belong to the Haifa Courts.

9.6 The addresses of the parties for the purpose of this Agreement are:

The Company: The Technion Research & Development Foundation Ltd.,

_____, the Technion Campus, Haifa 32000

The Subcontractor: _____
Name Subcontractor's address

And in witness, the Parties hereby affix their signatures

The Company

Date:

The Subcontractor

Date:

=====

Appendix A:

The Subcontractor will provide the Technion Research & Development Foundation Ltd. with the Services detailed hereunder (please list the work content and the deadlines).

Contractor's Signature

Researcher's Signature

Appendix B

Between: Technion Research & Development Foundation Ltd.,

And: _____

The financial remuneration for the supply of the Services detailed in Appendix A will be
(please list the remuneration based on work hours/milestones/systems/other payment):

Contractor's Signature

Researcher's Signature

Declaration of the Recipient of the Services (The Researcher):

I, _____, serve as the chief researcher/Principal Investigator in the research study on the subject of _____, funded by _____.

The subcontractor's services referred to in the Agreement signed between the Technion Institute and the Subcontractor will serve the research work in the aforementioned study, under my supervision and management.

A familial/social/business relationship **exists/does not exist** (delete the unnecessary) between the Subcontractor and me, which may raise any suspicion concerning a conflict of interest, as part of this Service Agreement.

(In the event that such a relationship exists, I must describe it in writing to the research authority director of the Technion Research & Development Foundation, prior to the signing of this Service Agreement.)

I have read the said agreement and will do everything in my ability to help the Technion Institute meet the terms set down therein and to enforce all the agreements determined therein.

Name of faculty member:

Date:

Signature of faculty member _____

Contractor's Declarations

I hereby declare that, in addition to the Technion Research & Development Foundation Ltd., I **have/do not have (delete the unnecessary)** additional clients:

_____ _____ _____ _____
Date Name of Authorized Signatory Signature Stamp

TO: Technion Research & Development Foundation Ltd.

FROM: _____, I.D. _____
 Name

I hereby declare that I have been offered to work as a salaried employee at the Technion Research & Development Foundation Ltd. and have decided to provide service as an independent contractor based on invoices:

Name of Contractor _____ Signature of Contractor _____