

Services Agreement

This Services Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2020 (the “**Effective Date**”), by and between Technion Research and Development Foundation Ltd., and Technion – Israel Institute of Technology located at the Technion City, Haifa 3200003 (collectively “**Technion**”) and between _____ (the “**Service Provider**”), a company organized under the laws of the State of _____ which has its registered office at _____.

WHEREAS The Technion desires to retain the Service Provider, and the Service Provider is willing to accept such engagement, to perform services (as defined below) within the framework of _____ (*please insert the relevant funding source and the project title*) (the “**Project**”) ,and under the terms and conditions of this Agreement.

WHEREAS The Service Provider has the know-how, facilities and capabilities for performing the services;

Now therefore, in consideration of the mutual promises and undertakings of the parties, it is hereby agreed as follows:

1. Preamble, Exhibit and Headings

1.1 The preamble and the annexes to this Agreement constitute inseparable parts hereof.

1.2 The headings in this Agreement are for purposes of reference only, and are not a material part hereof and shall not be used in its interpretation.

2. The Services

The Technion hereby engages the Service Provider to perform certain services as described in the attached Annex A (the “**Services**”).

3. Term and Termination

3.1 This Agreement will commence on the Effective Date and will remain in effect for a period of _____ month/s.

3.2 Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party, for any breach of this Agreement by the other party where such breach is not cured within the fifteen (15) days notice period.

4. Obligations of the Service Provider

4.1 The Service Provider agreed to dedicate his best experience, talent, expertise and knowledge for the provision of the Services, and to perform the Services in a loyal and dedicated manner in a high professional standard. During the period of this Agreement, the Service Provider shall not engage in any professional activity, commercial or otherwise which may intrude with the Service Provider Services to Technion in terms of time schedule and conflict of interests.

- 4.2 The Service Provider agreed to cooperate with Technion in any checks, reviews, audits and Investigations related to the Services, at any moment and without any time limit. It is hereby clarified that the funding source may check the proper implementation of the Project and compliance with the relevant obligations during the implementation of the Project or afterwards, such checks may also extend to third parties involved in the Project. In view of this, the Service Provider will provide any information as requested by the funding source.
- 4.3 The Service Provider must take all measures to prevent any situation where the impartial and objective implementation of the Services is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest.

5. Liability of the Service Provider

- 5.1 The Service Provider alone shall be liable for any loss or damage of whatsoever type occasioned to it, to anyone on its behalf and/or to any third party deriving from or connected with any act or omission of the Service Provider in the provision of the Services.
- 5.2 If the Technion is required to make any payment, or is ordered to pay any amount to a third party, in connection with the Services provided by the Service Provider, deriving from or connected with any act or omission of the Service Provider in the provision of the Services, the Service Provider undertakes to indemnify, and compensate Technion for any amount it is required to pay, including the interest thereon, expenses and advocates' professional fees borne by it in light of the case.
- 5.3 Without derogating from its liability, the Service Provider undertakes to take out and maintain, at its expense, through a duly licensed insurance company, insurance covering any loss or damage for which it is liable in accordance with the above clauses. Among other things, such insurance shall include sufficient and adequate professional liability insurance, employer's liability insurance, third party liability insurance, and any additional insurance required by Technion.

6. Consideration

- 6.1 In consideration of the full performance of the Services and of all the obligations undertaken by the Service Provider, the Technion will pay to the Service Provider the amount of _____(Annex B- "price quotation") plus VAT if applicable.
- 6.2 The Service Provider will timely submit cost statements making reference to the Project and providing a detailed description of the Services concerned. All cost statements shall include a certificate saying "We certify that the amounts documented in this statement of costs have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before".

6.3 The Technion will pay payments on account of the consideration to the Service Provider within 60 days after the Technion receives both the respective consideration from the funding source and the respective invoice from the Service Provider. Any sum received by the Service Provider hereunder is subject to reimbursement to the funding source, and in the event that any such reimbursement is requested by the funding source from the Technion, the Service Provider agrees to immediately reimburse the requested sum to the Technion.

7. No employment relationship

7.1 The Service Provider is an independent contractor. The parties do not intend, and this Agreement and the performance of the Services hereunder shall not be construed to give effect to employment, partnership, joint venture or agency relations between the parties. The Service Provider undertakes not to present any claims against Technion in that regard.

7.2 The Service Provider confirms that he cannot and does not wish to be employed by Technion, and that he shall perform all Services legally required to establish and maintain his status as an independent contractor with an independent business. Accordingly, the parties expressly declare that no employment relationship exists between Technion and the Service Provider.

8. Expenses

The Service Provider shall bear at its own cost and expense and shall not be reimbursed by the Technion for all expenses incurred by the Service Provider in connection with the performance of its duties under this Agreement, other than for exceptional expenses approved for reimbursement in advance and in writing by the Technion.

9. Confidentiality

9.1 During implementation of the Services and for four (4) years after the period set out in Article 3, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (the “**Confidential Information**”). The confidentiality obligations no longer apply if: (a) the disclosing party agrees to release the other party; (b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality; (c) the recipient proves that the information was developed without the use of confidential information; (d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or (e) the disclosure of the information is required by EU or national law.

9.2 The Service Provider shall maintain in strict confidence all Confidential Information, which the Technion may disclose to it for the sole purpose of performing the Services. The Service Provider grants its consent that Technion's Confidential Information shall

be disclosed to any of the Service Provider employees, who have a “Need to Know” for purposes of performing the Services.

10. Intellectual Property Rights

10.1 The Service Provider agrees that any and all (tangible or intangible) output of the Services such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated whilst performing the Services, as well as any rights attached to it, including intellectual property rights, shall be and remain, the exclusive property of the Technion, without any additional compensation to the Service Provider.

10.2 The Service Provider hereby assigns its rights, insofar as existing, in all output and results of the Services to Technion.

11. Miscellaneous

11.1 This Agreement constitutes the entire understanding and agreement between the parties with regard to the subject matters hereof. This Agreement may not be amended other than by an instrument in writing signed by all the parties hereto.

11.2 The parties may not assign and/or transfer all or any of their rights and/or obligations pursuant hereto to any third party, without the prior written consent of the other party.

11.3 It is agreed between the parties that in the event of any dispute directly and/or indirectly relating to and/or deriving from this Agreement – the parties shall try in good faith to reach a satisfactory solution. If they are unsuccessful, they agree that the dispute shall be referred to a court, and it is agreed that exclusive jurisdiction shall rest with the courts in Israel alone.

The parties have executed this Agreement as of the day and year first written above.

**Technion Research and
Development Foundation
Ltd.**

**Technion – Israel Institute
of Technology**

The Service Provider

By: _____

By: _____

By: _____

Title: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Date: _____

Annex A – Description of the Services

Annex B – Price quotation for given service