

Letter of Indemnity

To: **The Medical Research, Infrastructure and Health Services Fund of the Tel Aviv Medical Center** (the "**Fund**") , 6 Weizmann St., Tel Aviv, Israel
(**"Institution"**)

and

[Investigator's name]
[Institution Address] (**"Investigator"**)

From: [Sponsor Name]
[Sponsor address] (**"Sponsor"**)

Re: _____ (the "**Protocol**"); the performance of the Protocol at
[Hospital Name] (**"Hospital"**) will be referred to as the "**Study**".

Managed by: [CRO Name]
[CRO Address] (**"CRO"**)
representing the interests of the Sponsor.

1. Sponsor has retained CRO (under a separate written agreement between them) to serve as the Sponsor's contract research organization to manage the Study.
2. Institution has contracted with CRO under a separate clinical trial agreement covering CRO's, Sponsor's, Institution's and Investigator's obligations relating to their participation in and conduct of the Study ("**CTA**"). Sponsor warrants that it accepts all warranties and undertakings made by CRO on Sponsor's behalf in the CTA, including without limitation the making of all necessary payments in a full and timely manner so as to comply with the payments to be made to Institution under the CTA.
3. Sponsor shall indemnify, defend and hold harmless Hospital, Institution, Investigator, **Research Staff** (as defined in the CTA) and all other employees of the Hospital and Institution (collectively the "**Indemnitees**") from and against any loss, damage, liability and expense (including reasonable legal costs) arising out of or resulting from the use of the **Study Drug** (as defined in the CTA) and/or materials which have been supplied by Sponsor and/or CRO, and/or from the conduct of the Study in accordance with the Protocol.
4. The indemnity may be proportionately reduced and shall not apply to the extent the claims or losses arise from:
 - (i) a material breach by the Indemnatee(s) in question of the Protocol or written instructions of Sponsor or CRO which are consistent with the Protocol; or
 - (ii) a material breach by the Indemnatee(s) in question of Applicable Law (as defined in the CTA); or
 - (iii) the negligence or willful misconduct of the Indemnatee(s).

5. Sponsor will be notified promptly and in writing of any complaint or claim promptly after Institution becomes aware of the same. Sponsor will be given absolute and sole discretion in the defense and settlement of any such complaint or claim. Institution shall cooperate with and give Sponsor reasonable assistance in connection with any such claim or proceedings, at Sponsor's cost and expense.
6. Sponsor hereby undertakes that, unless the Indemnitee(s) in question agree otherwise in writing, any and all settlements of claims by Sponsor and/or its insurers will be free of admission of any liability whatsoever on the part of the Indemnitees.
7. Without derogating from Sponsor's indemnification obligations hereunder, if during the course of the Study a Study subject suffers an injury as a result of the Product or properly performed procedures required by the Protocol (“**Subject Injury**”), Sponsor, subject to the following restrictions contained herein, agrees to pay all medical expenses necessary to treat such Subject Injury. Injury shall not be considered Subject Injury, to the extent that injury is due to (i) the negligence, recklessness or willful misconduct of Institution, or (ii) the failure of Institution or Investigator to follow the Protocol, good clinical practices, any applicable laws or regulations.
8. As a pre-condition for the execution of the CTA, Sponsor will present Institution with an Insurance Certificate in accordance with the terms of the CTA. *[If the CTA does not include insurance provisions such provisions shall be added here]*.
9. This Letter of Indemnity shall be governed by and construed in accordance with the laws of Israel and the competent courts of Tel Aviv, Israel shall have exclusive jurisdiction.
10. This Letter of Indemnity shall survive termination of the CTA for any reason.

SIGNED on behalf of the Sponsor:

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Name:.....

Dated: