**MATERIALS TRANSFER AGREEMENT**

THIS MATERIALS TRANSFER AGREEMENT (“Agreement”), made by and between the Weizmann Institute of Science (“Weizmann”) and Medical Research, Infrastructure, and Health Services Fund of the Tel Aviv Medical Center, with offices at Weizman 6, St. Tel Aviv Israel (“Fund”), shall govern the terms and conditions of the transfer of samples. This Agreement is being made effective as of the date of the signature by or on behalf of Weizmann and Fund as appears on the signature page hereof (the “Effective Date”).

# 1. Fund shall transfer to Weizmann (to the extent that Fund has the right to transfer such materials and availability, at Fund’s place of business) --------------- samples owned by or licensed to Fund (referred to herein as the “Materials”).

# 2. Limitation of Use. The Materials may be used by Weizmann only for conducting the research as specified in the Protocol attached as **Appendix A** to this Agreement (hereinafter: the Study) and shall be used for no other Study whatsoever (including any commercial use) without Fund's prior written consent. Fund hereby confirm that the Materials have been obtained under an approved Helsinki procedure (application number ------------------- as reflected in the attached approval and consent letter **Appendix B**.

 3. Weizmann's undertakings. Weizmann agrees not to transfer and/or sell and/or lease and/or directly or indirectly commercialize the Materials and/or any part thereof and/or let any third party, directly or indirectly, examine the Materials, for whatever study .Weizmann shall allow access to the Materials only to such personnel to whom access is necessary for the conduct of Study described in the Protocol. Weizmann shall, at all times, use the Materials in a safe manner and shall at all times comply with all applicable laws, rules and regulations

# 4. Confidentiality. All information relating to the Materials that Weizmann receives from Fund under this Agreement is, and shall remain, proprietary and confidential information of Fund. Weizmann agrees to hold all confidential information of Fund in confidence, and to make it accessible only to personnel or consultants who needs it in order to carry out the Study, and provided they are bound by no less stringent obligation of confidentiality. .

The restrictions on use and disclosure shall not apply to any confidential information:

(a) Which was known by Weizmann prior to the disclosure or becomes known thereafter from a third party having an apparent bona fide right to disclose the information; or

 (b) Which was generally known to the public at the time of its disclosure to Weizmann or becomes publicly available thereafter, other than by reason of any willful or negligent unauthorized act or omission of the Weizmann; or

 (c) Which is required to be disclosed pursuant to any applicable laws or to any competent governmental or statutory authority or in accordance with the order of a court of competent jurisdiction or pursuant to rules or regulations of any relevant regulatory, administrative or supervisory body, provided that the Weizmann promptly notifies the Fund and cooperates reasonably with the Fund’s efforts to contest or limit the scope of such order; or

(d) Which is disclosed by Weizmann in accordance with the terms of the Fund's prior written approval.

# 5. Control of Materials. Weizmann shall retain control over the Materials and shall not transfer the Materials to any third party without prior written approval of Fund. For the Studies hereof, “third parties” shall not include those employees and consultants of Weizmann who will be involved in the handling, testing and/or evaluation of Materials under Section 2, provided such employees and consultants are subject to confidentiality obligations as set forth under Section 4. Materials shall remain the property of Fund, and Fund shall be given written notice of the transfer of the Materials to any facility of Weizmann, other than the facility to which they are initially delivered. Upon termination of this Agreement, as detailed in Section 11, Weizmann shall discontinue its use of the Materials and shall, upon the written request of Fund, return any unused Materials to Fund and/or destroy the Materials.

# 6. Ownership of Materials. Title to all Materials shall remain in Fund.

# 6a. Invention - Parties agree that any right, title and interest in and to an invention resulting from any joint study and any ensuing patents or patent applications generated from the collaboration between Fund and Weizmann shall vest jointly, in undivided shares, in FUND and the Weizmann (or Yeda Research and Development Co. LTD.) in an ownership ratio based on their respective contribution to such invention. The parties shall cooperate in all ways necessary to procure the commercial exploitation of such invention by third party/ies as shall be agreed by the parties in writing and in advance and subject to the terms of such agreement.

# 6b. Publications – The Investigators from each party shall co-author publications relating to the Study as shall be determined by Investigators, and in accordance with standard scientific principles.

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# 7. No Warranty. The Materials are being made available only to facilitate the Studies set forth in this Agreement. THE MATERIALS ARE BEING SUPPLIED WITH NO WARRANTIES, EXPRESS OR IMPLIED, AND FUND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR STUDY OR NONINFRINGEMENT.

# 8. Consideration The Material shall be transferred to Weizmann at no charge, except that the shipping costs will be paid by Weizmann.

# 9. Liability. Weizmann shall bear full responsibility for all personal injury and property damage resulting from the performance of its duties under this Agreement and discharges Fund and/or the Tel Aviv Sourasky Medical Center from any and for all personal injury and property damage.

#  10. Compliance with Laws. Weizmann shall use, handle, store, transport, dispose of and contain the Materials in compliance with all applicable laws. Without derogating from the above, Weizmann shall not use the Materials in research on humans.

# 11. Term of Agreement. Unless earlier terminated by the mutual written agreement of the parties and/or in accordance with any applicable law, this Agreement shall be effective as of the Effective Date and shall continue in effect for the duration of the Study. Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of this Agreement shall survive the termination of this Agreement and remain in full force and effect.

# 12. General. This Agreement, contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be modified only by a subsequent written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue unaffected.

# 13. Agency. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

14. Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

15. Law. This Agreement shall be governed by and construed in accordance with the laws of the State of the state of Israel and the competent courts in Tel Aviv shall exclusive jurisdiction

16. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, three days after deposit if sent by certified mail, postage prepaid, return receipt requested, or the day after delivery to a recognized overnight courier, to the following addresses:

If to Fund: Dr. Michal Roll

 Director, R&D division, TASMC

 6, Weizmann St., Tel Aviv 62439

If to Weizmann: Prof. M. Sheves

 Vice President for Technology Transfer

 Weizmann Institute of Science

 P.O.Box 26, Rehovot, 76100

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below.**

WEIZMANN FUND

By: By:
 (Signature) (Signature)

 (Printed Name) (Printed Name)

 (Title) (Title)

 (Date) (Date)

WEIZMANN PI: FUND PI:

Name: Name: Zamir Halpern

Signature\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix A**

**תוכנית מחקר- שיתוף פעולה וויצמן-איכילוב**

במסגרת מחקר קודם (מקושר) שמספרו0553-12 - : מתנדבים בריאים, שאינם כפופים לחוקרים, יתבקשו לבצע בדיקה אנדוסקופית של דרכי העיכול העליונות והתחתונות. טרם הבדיקה יילקחו להם 10 מ"ל דם לביצוע בדיקות דם שונות כמפורט בפרוטוקול 0553-12 וכן להפקת דנ"א.

במהלך הבדיקה יינטלו דגימות ביופסיה וציטולוגיה באמצעות מברשת מחלקי המעי השונים וכן דגימות של צואה ונוזלים

הנשאבים באופן שגרתי במהלך הבדיקה.

דגימות הרקמה יוקפאו במעבדת גסטרו לצורך המשך טיפול וביצוע בדיקות הסמנים החיידקיים והפקת רנ"א.

על מנת לעמוד על הרכב המיקרוביוטה בכל אזור, דגימות הרקמה (ביופסיה וציטולוגיה ע"י מברשת) ודגימות הצואה ונוזלי המעי יעברו הפקה וריצוף של דנ"א חיידקי. בנוסף, הדגימות יעברו ניתוח פונקציונלי ע"י הפקה וריצוף של

 mRNA חיידקי ובדיקת .metabolomics

\* כאמור, דגימות דם, ביופסיה וציטולוגיה מרירית דרכי העיכול וכן דגימות של צואה ונוזלי מעי – שנלקחו במסגרת מחקר

 0553-12 ישמשו לצורך הבדיקות הגנטיות במחקר הנוכחי.

\* במסגרת המחקר הנוכחי לא תילקחנה דגימות נוספות.

מקום איחסון הדגימות:

מעבדת גסטרו מכון למחלות דרכי העיכול והכבד במרכז הרפואי תל אביב, רחוב ויצמן 6, תל אביב; או במעבדה של דר' ערן אלינב, מכון ויצמן, ישראל.

**Appendix B**

**Helsinki Consent Letter**

**[TBP]**