



## AGREEMENT

Made and signed on day \_\_\_\_\_, month\_\_\_\_\_, year\_\_\_\_\_

### **BETWEEN:**

**The Principle Investigator:** \_\_\_\_\_

**Name / No. of the study:** \_\_\_\_\_

(Hereinafter referred to as "Investigator")

### **AND BETWEEN:**

The Medical Center in which The Research is being conducted:  
**Soroka University Medical Center, P.O.Box 151, Beer Sheva, 84101, Israel**

(Hereinafter referred to as "Medical Center")

### **AND:**

### **On one part;**

**Ben Gurion University of the Negev, P.O.Box 653, Beer Sheva 84105, Israel**

(Hereinafter referred to as "University")

### **On the other part;**

WHEREAS annexed hereto as an integral part hereof is a Research Agreement signed between the company commissioning the research (hereinafter referred to as "the Sponsor"), the Medical Center and the Investigator on day\_\_\_\_\_, month\_\_\_\_\_, year\_\_\_\_\_ regarding: \_\_\_\_\_ ("the Research Agreement");

AND WHEREAS the parties agree and are desirous that all the research funds that the Sponsor has undertaken to pay in accordance with the research agreement ("the Research funds") will be paid and transferred by it to University in accordance with the agreement made between the parties and the Sponsor which is annexed hereto as an integral part hereof ("the Payment Agreement");



AND WHEREAS the parties wish to empower the University to manage the Research funds within a specific financial clause (hereinafter referred to as "the Research financial clause") in accordance with that set out below in this agreement.

**THEREFORE IT IS WARRANTED, PROVIDED AND AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. The recitals and appendices hereto constitute as an integral part of the agreement.
2. The Medical center declares that all the necessary approvals and indemnities have hitherto been acquired.
3. The Research financial clause shall be administered exclusively by the University in accordance with the provisions of this agreement (hereinafter referred to as "The Trust Provisions").
4. The payments from the research fund shall be made by the University in accordance to prior approval by the Ministry of Health's committee for commercial interaction (Uzi Keren).
5. Research expenses, wages, participation and scientific conventions: the research funds shall be deposited by the University in the research financial clause in its nominal shekel value and be made available to the Investigator, after deducting overhead, for the purposes of expenses in the scope of the research as defined by the approval of the aforementioned committee.
6. **Overhead:** 15% of the research funds that are designated for overhead shall be appropriated as follows: 7.5% shall be transferred by University to the Medical Center and 7.5% shall be paid to University in consideration for its actions pursuant to this agreement.

**Additional Provisions**

7. If and when activity in respect of research necessitates the payment of taxes, such as tax on disallowed expenses, tax on salaries etc., University shall pay those taxes from the research funds, and if necessary by deduction at source, in accordance with the provisions of law.



In respect of its services in accordance with the provisions of this agreement, University shall be entitled to receive 50% of the overhead, as mentioned in clause 6 above.

### Acknowledged and Agreed Upon:

\_\_\_\_\_  
The Medical Center

\_\_\_\_\_  
The Investigator

\_\_\_\_\_  
The University