

Services Agreement

This Services Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2019 (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 (the “**Technion**”) and between _____ (the “**Service Provider**”), a company organized under the laws of the State of _____ which has its registered office at _____.

WHEREAS a grant is awarded to the Technion by the European Research Council Executive Agency (the “**Agency**”) under the power delegated by the European Commission for the project entitled (*Please insert the project title*) within the framework of the Horizon 2020 (the “**Project**”). And;

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) under the Project and the Grant Agreement which is signed by the European Commission and the Technion (the “**Grant Agreement**”), and under the terms and conditions of this Agreement:

Therefore, the parties have agreed as follows:

- 1) The Services: The Technion hereby engages the Service Provider to perform certain services as described in the attached **Appendix A** (the “**Services**”).
- 2) Obligations of the Service Provider:
 - a) 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.
 - b) As required under Article 13 of the Grant Agreement, the Service Provider will enable the Agency, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) to exercise their rights under Articles 22 (CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS) and 23 (EVALUATION OF THE IMPACT OF THE ACTION) under the Grant Agreement with respect to the Services, and the Service Provider will abide with respect to the Services, among other things, by the terms and conditions and submit to the controls provided for in Articles 35 (CONFLICT OF INTERESTS), 36 (CONFIDENTIALITY), 38 (PROMOTING THE ACTION — VISIBILITY OF EU FUNDING) and 46 (LIABILITY FOR DAMAGES) of the Grant Agreement.

- 3) Term and Termination: This Agreement shall come into force as of the date of its signature by both parties but shall then have retroactive effects as from _____, and shall thereafter remain in effect for the period of the Grant Agreement with respect to the Project. Either party shall have the right to terminate this Agreement, forthwith by written notice to the other party, without prejudice to any other remedy, in the event such other party (a) fails to perform any of its obligations under this Agreement and does not remedy such fault within 30 days form receipt of written notice of default or (b) files or is filed against it a petition of liquidation, or is otherwise unable to meet its financial and business obligations when they become due, or is subject to similar or equivalent procedures. Additionally, the Technion shall have the right to terminate this Agreement at its own discretion by giving the Service Provider a 15 days' advance written termination notice. In the event of termination, without prejudice to rights and remedies of the Technion under contract or law, the Technion shall pay to the Service Provider only for eligible costs incurred for the Services until such termination notice is received, as well as for unavoidable costs incurred during the 15 days' termination notice period. The Service Provider shall reimburse any overpayments to the Technion within 30 days after the termination becomes effective.
- 4) Consideration:
- a) As full, exclusive and final consideration for the provision of the Services pursuant hereto, Technion shall pay the Service Provider fees only in respect of the Services actually provided. The amount of the fees, when due, will be determined according to the formulas set forth in Appendix B hereto, plus applicable VAT.
 - b) The Service Provider shall deliver to Technion the confirmation issued by the tax authorities as to the applicable deduction of tax at source. Service Provider shall furnish Technion with detailed tax invoices and receipts in respect of each payment of fees.
 - c) The fees payable under this Agreement shall be paid to the Service Provider on payment terms of "current + 60 days" from the date of furnishing the relevant invoice, drawn up in accordance with the format required by Technion (including the Researcher name, Project Title, Project Number, etc.).
 - d) Service Provider expressly warrants that the consideration paid to it for the Services pursuant hereto includes all the payments due to it for the Services and that it shall not be entitled to any other payment in addition thereto.
- 5) No employment relationship: 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. 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 TRDF and the Consultant and/or between TRDF and the Principal. The Consultant is responsible for paying the Principal all applicable mandatory payments, salary, social security, pension and any other payments required by law.

- 6) 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.
- 7) Confidentiality: 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.

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.

- 8) Intellectual Property Rights: Notwithstanding anything contained to the contrary in the Framework Agreement, and as required under Article 26.1 of the Grant Agreement, 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.
- 9) Entire Agreement, Amendment: This Agreement constitute 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.

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

Technion		Service Provider	
By:	_____	By:	_____
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

Appendix A

Appendix B