Request for Applications

Teva. Global Research and Development.
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1. General

The National Network of Excellence in Neuroscience (hereinafter: "**NNE**") was initiated by Teva Pharmaceutical Industries Ltd. (hereinafter: "**Teva**") in order to support and enhance Israeli neuroscience research, with relevance to human neurological and psychiatric illness and to further strengthen the capabilities of the Israeli Neuroscience research community.

The NNE will focus on research performed in academic and medical institutions in Israel.

Teva will invest in the NNE up to $15M over a period of 5 years.

Within the scope of the NNE, Teva shall: (1) fund selected grants for exceptional research conducted in Israeli institutions and (2) provide scholarships to selected outstanding pre-doctoral graduate students (hereinafter: "**Pre-Doctoral**") and (3) sponsor fellowships for post-doctoral students that are within three (3) years of their doctorate (hereinafter: "**Post-Doctoral**").

The purpose of this request for applications (hereinafter: "**RFA**") is to select the initial programs to be supported by the NNE.

2. Objectives

2.1. Strengthening neuroscience research in Israel and enhancing Israel's standing as a world leader in neuroscience research;

2.2. Aiding existing efforts to attract world-class Israeli neuroscience researchers back to Israel and to the staff of academic and medical research institutions in Israel;

2.3. Creating a critical mass of excellence of neuroscience research and researchers in academic and medical research institutions in Israel;

2.4. Encouraging Israeli academic innovation in the field of neuroscience;

2.5. Encouraging multi-institutional partnerships to advance neuroscience research in Israel;

2.6. Promoting diversity in Israel by supporting the advancement of all sectors of the population of Israel in neuroscience research;

The program's objectives as stated above will serve as guidelines in the definition of criteria used during the evaluation and selection process of the NNE participants.

3. Areas of Neuroscience Research

3.1. The therapeutic areas of neuroscience research that the NNE will focus on:

3.1.1. **Neurodegenerative disorders**, such as: Multiple Sclerosis (MS), Alzheimer's Disease, Frontotemporal Dementia, Parkinson's Disease, Huntington's Disease, Amyotrophic lateral sclerosis (ALS)

3.1.2. **Pain**

3.1.3. **Neuropsychiatric disorders**, such as: Depression, Schizophrenia

3.1.4. **Other Neurological disorders** (including without limitation): Epilepsy, Tourette Syndrome, Rett Syndrome and Duchenne muscular dystrophy.

3.2. Research areas that will be supported by the NNE (including without limitation): Disease genetics, Biomarkers, Animal models, Disease Pathways, Targets and Validated Targets, Bioinformatics, Novel approaches to disease modification, Discovery and early Preclinical drug development, in vitro, animal and human studies and basic neuroscience.

4. Research Grants

4.1. Each research program that is selected by Teva, will receive an annual research grant of up to $100,000 for a period of two (2) years (hereinafter: "**Research Grant**") with a possible renewal/extension for one (1) additional year, at the sole discretion of Teva.

4.2. Each Research Grant will be made in order to support a research program that is focused on the themes as described in Section 3 of this RFA.

4.3. Applications for Research Grants will be submitted in accordance with the application form in Appendix A – Neuroscience Research Grants Application Form.

4.4. Applicants for the Research Grants shall be academic faculty members who are/will be working for and/or studying at academic and medical research institutions in Israel.

4.5. Any application must include a commitment of an Israeli academic or Israeli medical research institutions such as hospitals with research programs in neuroscience (hereinafter "**Institution**") to meet the requirements in this RFA and the written endorsement of the Institution. The Institution will be responsible for obtaining any certificates of approval and/or authorizations required to conduct their research and present such certificate to Teva upon its request at any time.

4.6. Preference will be given to applications that involve more than one institution.

4.7. The selection process of such Research Grants shall be in accordance with the process described in Section 7.4.

5. Neuroscience Pre-Doctoral Scholarships

5.1. Academic students and researchers in the areas of neuroscience research as described in Section 3 who are at the Pre-Doctoral level, either PhD students and/or graduate students in select relevant fields (such as students in Masters programs in Biotech, etc.) and will be working for and/or studying at Institutions, that will endorse their applications (hereinafter: "**The Beneficiaries**"), can apply for an annual scholarship of up to $25,000 (hereinafter: "**Scholarships**").

5.2. Each Scholarship will be granted in order to provide certain support to the selected Beneficiaries for two years thus aiding the Beneficiaries to advance their research in accordance with their research as described in Appendix B and that are focused on the themes as described in Section 3 of this RFA.

5.3. Applications for Scholarships will be submitted in accordance with the application form in Appendix B – Neuroscience Scholarship Application Form.

5.4. Applicants for Scholarships must be Israeli citizens and/or permanent residents or Israeli citizens living abroad who wish to return to Israel to study and/or work at Institutions.

5.5. The selection process of such Scholarships shall be in accordance with the process described in Section 7.4.

6. Neuroscience Post-Doctoral Fellowship

6.1. Academic Post-Doctoral fellows and researchers in the areas of neuroscience research as described in Section 3 and are and/or will be working for and/or studying at academic and medical research institutions in Israel, that will endorse their applications (hereinafter: "**The Fellows**"), can apply for an annual fellowship which will grant a stipend of up to $35,000 (hereinafter: "**Fellowships**").

6.2. Each Fellowship will be granted in order to provide certain support to the selected Fellows for two years thus aiding the Fellows to advance their research in accordance with their research as described in Appendix C and that are focused on the themes as described in Section 3 of this RFA.

6.3. Applications for Fellowships will be submitted in accordance with the application form in Appendix C– Neuroscience Fellowship Application Form.

6.4. Applicants for Fellowships must be Israeli citizens and/or permanent residents or Israeli citizens living abroad who wish to return to Israel to study and/or work at Institutions.

6.5. The selection process of such Fellowships shall be in accordance with the process described in Section 7.4.

7. Application Process and Guidelines

7.1. Guidelines for Submission of Applications

7.1.1. The application shall be submitted in English and shall include the information requested in Appendix A for Research Grants and Appendix B for Scholarships as applicable.

7.1.2. Full applications, and any requests for clarifications and/or questions throughout the application process, shall be sent by email to nne@teva.co.il as well as in hard-copy to the contact person listed in Section 7.3 below.

7.2. This RFA will be managed according to the following process and timeline:

#	Phase	Details	Due Date
1	RFA Issuance	Issuance of this RFA to Institutions and in public communications	January 31, 2013
2	Questions & Clarifications	Applicants and/or Institutions may submit in writing a list of questions and clarification requests to Teva to which Teva will promptly reply	
3	Proposal Submissions	Last date for applicants to submit their proposals to Teva	March 15, 2013
4	Selection Process	Based on the proposals received, Teva will set face to face meetings with the leading RFA applicants	March-April, 2013
5	Announcement	Teva will select and announce the recipients	April 29, 2013

7.3. Contact Person

Teva contact person for all purposes regarding this RFA is:

First and Last Name:	Mati Gill
Position:	NNE Project Manager
Direct Phone:	+972-3-9267644
Mobile:	+972-54-8885292
Email:	Mati.Gill@teva.co.il
Address:	Basel 5, Petach Tiqva

7.4. Evaluation and Selection Process

7.4.1. All proposals for Research Grants, Scholarships and Fellowships (hereinafter: "**Grants**") will be reviewed, evaluated and selected by a committee nominated by Teva and chaired by President of Teva Global R&D and CSO.

7.4.2. The following criteria will be considered while evaluating and selecting the recipients of the Grants:

7.4.2.1. Degree of scientific excellence and coherence of the application;

7.4.2.2. Degree of innovation and potential to lead to significant scientific and medical advances;

7.4.2.3. Relevance to diagnostics and/or therapeutics

7.4.2.4. Credentials of the applicant(s);

7.4.2.5. Development of highly qualified personnel;

7.4.2.6. Degree of multi-Institutional collaboration and sharing of knowledge, expertise, and resources;

7.4.2.7. The expected contribution to the sustainable growth of neuroscience research in the State of Israel;

7.4.2.8. Degree of promoting diversity in Israel by supporting the advancement of all sectors of the population of Israel in neuroscience research and from various Institutions;

7.4.3. Notwithstanding anything to the contrary in this RFA, Teva shall have the sole discretion in selecting applications and reserves the right to accept or reject any and all responses at its sole discretion for any or no reason. Accordingly, the criteria specified in Section 7.4.2 are intended solely to provide certain information to the Applicants as to the selection process of the proposals but Teva shall have the right to assign any degree of importance to each such criteria and even deviate from such criteria, if it deems advisable.

7.4.4. The funds provided for the Grants shall be used for the direct costs of research and facility access, the direct costs of research dissemination and science promotion and other specific expenses directly associated with the Grants and in accordance with the terms and conditions of this RFA and the purpose for which the Grants were awarded and subject to the terms of the Agreement for Research Grants.

7.4.5. Recipients of Grants declare that, at all relevant times, whether prior, during or after the conduct of the research, all necessary certification requirements will be met in accordance with policies and regulations on ethical conduct of research.

7.4.6. Annual progress reports will be submitted to Teva by recipients of the Grants in accordance with instructions to be provided by Teva.

7.4.7. All participants in the NNE and all recipients of Grants will participate in NNE events and/or meetings such as the annual meeting of the NNE to be organized by Teva.

8. The Agreement

Teva and the recipients of the Research Grants and their respective participating Institutions shall sign the research agreement attached herewith as **Appendix D** (hereinafter: "Agreement").

By submitting an application in accordance with this RFA, the applicants and the Institution are accepting all terms and conditions set forth in this RFA and the Agreement.

Where there is a contradiction between this RFA and the Agreement, the Agreement shall prevail.

APPENDIX A TO THE RFA – RESEARCH GRANT APPLICATION FORM

PART I

1. Research Project Title	*(NNE will identify your project according to the Project Title)*
2. Name of institution(s)	(Institution that will administer the funds for your project)
3. Principal Investigator	
4. Summary of the Research Project (up to 300 words)	
5. Therapeutic Area	

PART II

6. Short description of the overall research program (up to 4 pages) which shall include the following information:
   a. Scientific background and definition of the proposed research including a short review of existing research in the field.
   b. Defined research objectives
   c. Rationale
   d. Program description
   e. Research methodology
   f. Relevance to therapeutic development
   g. Significance
   h. Collaboration with other Institutions

PART III

7. Schedule and work-plan (up to 1 page)

   Outline of timetable (research major milestones and expected completion dates for each), for accomplishing the research objectives stated above. To include the following parameters:
   a. Research Activity
   b. Institution
   c. Department
   d. Beginning (month, year)
   e. End (month, year)

8. Detailed annual budget for the research project (up to 1 page):
   a. The total grant request should not exceed $100,000 (not including a charge for overhead expenses of up to 10%)
   b. Budget activity and justification (breakdown by year):
      i. Personnel
      ii. Expendables (shall include consumables, animal costs and other direct research costs. It shall not include travel costs)
      iii. Equipment

PART IV

9. Applicant's declaration of approval from relevant authorities:
   Applicant must indicate which approvals are required for the proposed research and which have already been obtained, and status of those still pending. (There is no need to include the documentation in the application unless specifically requested to by Teva.)

PART V

10. Curriculum Vitae of all participating applicants, which shall include the following:
    a. Name (Title, Last, First, Initial)
    b. Birth Year
    c. Proof of residence in Israel and/or Proof of Israeli citizenship
    d. Institution and Department
    e. Institution mail address
    f. Phone no (office)
    g. Fax
    h. E-mail
    i. Educational Background (years, institution, specialization, degree)
    j. Major Fields of Interest
    k. Employment History (years, institution, area of research, title)
    l. List of Publications by Applicant (year of publication, title of publication, institution, field of publication)
    m. List of Grants received by Applicant in past three (3) years (year(s), title of project, Source, Total Grant amount in USD)
    n. List of Awards received by Applicant (year, title of award, source)

11. Institution
    a. Institution's administrative contact (name, email, tel.)
    b. Institution's Official approval

12. Requirements for all attachments to the Application:
    a. Attachments must be uploaded in PDF format
    b. Margin of 2 cm (minimum) around the page
    c. Observe page limitations, additional pages may NOT be added unless specified
    d. Use only letter size (21.25 X 27.5 cm) white paper/background for all attachments
    e. Photo-reduce the supporting documents if the originals are larger than (21.25 X 27.5 cm)
    f. Use a font size of 12 point, black type. No condensed type or spacing.

APPENDIX B TO THE RFA – PRE-DOCTORAL NEUROSCIENCE SCHOLARSHIP APPLICATION FORM

PART I

1. Name of Applicant	
2. Name of institution(s)	(Institution that will administer the funds for your scholarship)
3. Supervisor at the institute	
4. Project Title	
5. Therapeutic Area	
6. Summary of the Research Project	(up to 300 words)

PART II

7. Short description of the field of neuroscience research practiced by the applicant, and its relevance to the areas of focus of the NNE as described in Section 3 of the RFA (up to 1 page).

PART III

8. Curriculum Vitae of applicant, which shall include the following:
    a. Name (Title, Last, First, Initial)
    b. Birth Year
    c. Proof of residence in Israel and/or Proof of Israeli citizenship
    d. Institution and Department
    e. Institution mail address
    f. Phone no (office)
    g. Fax
    h. E-mail
    i. Educational Background (years, institution, specialization, degree)
    j. Major Fields of Interest
    k. Employment History (years, institution, area of research, title)
    l. List of Publications by Applicant (year of publication, title of publication, institution, field of publication)
    m. List of Grants received by Applicant in past three (3) years (year(s), title of project, Source, Total Grant amount in USD)
    n. List of Awards received by Applicant (year, title of award, source)

9. Institution
    a. Institution's administrative contact (name, email, tel.)
    b. Institution's Official approval

PART IV

10. Research Project Summary: Include the specific hypothesis of the research project(s) the applicant will spend time on, and describe the applicant's role on the project. This summary should be written in general scientific language. The title and summary of the research project should be completed in collaboration with the proposed supervisor(s). **(Up to 1 page** including references).

11. Percentage of Time Spent on Different Activities: Indicate the percentage of time to be spent on different activities. Fellows are expected to spend at least 75% of their time in research and/or course work. (Up to 1 page)

12. Other items of relevance.

APPENDIX C TO THE RFA – POST-DOCTORAL NEUROSCIENCE FELLOWSHIP APPLICATION FORM

PART I

1. Name of Applicant	
2. Name of institution(s)	(Institution that will administer the funds for your Fellowship)
3. Supervisor at the institute	
4. Project Title	
5. Therapeutic Area	
6. Summary of the Research Project	(up to 300 words)

PART II

7. Short description of the field of neuroscience research practiced by the applicant, and its relevance to the areas of focus of the NNE as described in Section 3 of the RFA (up to 1 page).

PART III

8. Curriculum Vitae of applicant, which shall include the following:
    a. Name (Title, Last, First, Initial)
    b. Birth Year
    c. Proof of residence in Israel and/or Proof of Israeli citizenship
    d. Institution and Department
    e. Institution mail address
    f. Phone no (office)
    g. Fax
    h. E-mail
    i. Educational Background (years, institution, specialization, degree)
    j. Major Fields of Interest
    k. Employment History (years, institution, area of research, title)
    l. List of Publications by Applicant (year of publication, title of publication, institution, field of publication)
    m. List of Grants received by Applicant in past three (3) years (year(s), title of project, Source, Total Grant amount in USD)
    n. List of Awards received by Applicant (year, title of award, source)

9. Institution
    a. Institution's administrative contact (name, email, tel.)
    b. Institution's Official approval

PART IV

10. Research Project Summary: Include the specific hypothesis of the research project(s) the applicant will spend time on, and describe the applicant's role on the project. This summary should be written in general scientific language. The title and summary of the research project should be completed in collaboration with the proposed supervisor(s). **(Up to 1 page** including references).

11. Percentage of Time Spent on Different Activities: Indicate the percentage of time to be spent on different activities. Fellows are expected to spend at least 75% of their time in research and/or course work. (Up to 1 page)

12. Other items of relevance.

APPENDIX D TO THE RFA – RESEARCH AGREEMENT

RESEARCH AGREEMENT

("**Agreement**")
by and between

TEVA PHARMACEUTICAL INDUSTRIES LTD
a company incorporated in accordance with the laws of Israel of 5 Bazel Street, Petah Tiqva 49131, Israel
("**Teva**")

and

[XXX]
("**Investigator**")

and
("**Institution**")

(the Investigator and the Institution shall be refered to jointly and severally as the "**Researcher**")

WHEREAS Researcher has been awarded by Teva with a Research Grant, as defined in the Request for Applications of the National Network of Excellence in Neuroscience (hereinafter: "**RFA**"), to conduct research in accordance with the research plan and budget attached hereto as **Annex A** (the "**Research Plan**"), and in accordance with the terms and conditions hereinafter set forth (the "**Research**); and

WHEREAS Teva desires to support the Research as part of the National Network of Excellence in Neuroscience (hereinafter: "**NNE**") as more particularly described herein.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. OBLIGATIONS OF THE RESEARCHER

1.1. The Researcher shall perform the Research as detailed and according to the Research Plan with all applicable laws, regulations and requirements and shall be responsible for for obtaining any certificates of approval and/or authorizations required to conduct the Research Plan and shall present such certificate to Teva upon request.

1.2. Any change to the Research Plan, including the Budget (as defined below), shall be subject to the prior approval of Teva which may be withheld for any or no reason.

1.3. In the event of a conflict between the terms of this Research Agreement and the Research Plan, the terms of this Research Agreement shall govern.

1.4. The Research shall be carried out by or under the direction and supervision of the Investigator who shall have responsibility for the scientific and technical conduct of the work on behalf of the Institution.

1.5. If requested by Teva, or if set forth in the Research Plan, and upon reasonable advance notice, the Researcher shall provide Teva with a written opinion, conclusion or report with respect to the Research. In addition, no later than 60 days following the earlier of (i) completion of the Research or (ii) termination or expiration of this Research Agreement, Researcher shall provide Teva with a final written report of the results of the Research (the "**Final Report**"). The Final Report shall include details methods and procedures, all data with statistical analysis, experimental detail, the summary of the significance of the Research findings and any other detail as agreed in the Research Plan as well as information on and the use of funds in the performance thereof. In addition, reports of any significant findings in the Research shall be made to Teva in writing promptly upon such findings being made.

1.6. The Researcher shall be available by telephone or in person to discuss with Teva the ongoing Research being performed at a time to be agreed upon between the Parties in advance upon prior notice of Teva to Researcher.

2. RESEARCH GRANT; BILLING

2.1. As a consideration for the rights granted to Teva hereunder, including the right of first negotiation as set forth in Article 4, Teva shall provide the Research Grant as per the budget in the Research Plan (the "**Budget**").To avoid any doubt, the Budget is definite and represents the entire consideration for the performance of the Research. Furthermore, the sums to be paid pursuant to the Budget are final and inclusive of all taxes and/or duties, of whatsoever nature, which are now or may hereafter be imposed with regard to the Research and/or this Research Agreement or any other document related to this document, for which the Researcher shall be solely liable.

2.2. The Institution shall invoice Teva as per the Budget. Payments shall be made 60 days after the last day of the month of the receipt and approval of the invoice and following deduction of any withholding taxes, levies and/or any other taxes or duties as may be required by applicable law.

3. TITLE & INTELLECTUAL PROPERTY

3.1. All right, title and interest in and to all and any inventions, know-how, methods, processes, techniques, software, algorithms, devices, products, materials, compounds, compositions, substances, data, information, findings and other results of whatsoever nature, created, generated, discovered, reduced to practice and/or arising in the course of and/or from the performance of the Research (collectively, the "**Research Results**"); and all patent applications covering portions of the Research Results and all patents which may be granted thereon (the a foregoing patent applications and patents, collectively, the "**Patents**") vest and shall vest in the Institution, subject to any rights granted to Teva pursuant to the provisions of Article 4below.

3.2. The Researcher shall promptly disclose all Patents to Teva's Patent Department, in writing, and shall consult with Teva, in good faith, regarding the filing, maintenance and

prosecution thereof. For the sake of clarity, the foregoing obligation to consult Teva shall also apply prior to the filing of a patent application arising from the Research or covering the Research Results. All Patents will be prepared, filed and prosecuted by Institution, solely in the Institution's name, with the expenses paid by the Institution. If the Institution elects not to prepare, file, prosecute or maintain an application or patent arising from the Research, or covering the Research Results. Researcher shall promptly notify Teva and Teva will have the right to prepare, file, prosecute and maintain such applications or patents, in the Institution's name and at Teva's expense.

3.3. The Institution shall be responsible for the remuneration of all inventors (and any other person claiming it should have been named as an inventor) involved in the generation, discovery and reduction to practice of the Research Results and the Patents and the intellectual property covered thereby as provided by law and Institution's policies.

4. RIGHT OF FIRST NEGOTIATION

4.1. Teva may at any time from the date of signature of this Research Agreement until 90 (ninety) days following the date of submission of the Final Report to Teva (such period "**Notification Period**"), notify the Institution in writing ("**Notice**") that it is interested in entering into negotiations with the Institution in order to reach a definitive license agreement, providing Teva an exclusive worldwide royalty-bearing license in respect of the Research Results and under the Patents to develop, manufacture, use, sell, offer for sale, import, export and distribute products or services based on, using or incorporating the Research Results (or any part thereof) or which fall within the scope of any claim of any of the Patents for all indications and uses ("**Definitive License Agreement**").

4.2. In the event that the Institution shall receive a Notice within the Notification Period, then Teva and the Institution shall enter into negotiations, in good faith, in order to reach a Definitive License Agreement under terms that are standard for an agreement between academic and medical research institutions and industry, during a period that shall not exceed [XXX] (XXX) days ("**Negotiation Period**").

4.3. The Researcher undertakes that it shall not at any time prior to the expiration of the Notification Period or the Negotiation Period (if Teva delivers a Notice to the Institution within the Notification Period), directly or indirectly, negotiate with or enter into an agreement with or accept, consider, initiate or negotiate any offer from any other person or entity, with respect to a collaboration, license, sale, purchase or other business transaction involving the Research Results and/or the Patents.

4.4. In the event that: (i) Teva fails to deliver a Notice to the Institution within the Notification Period; or (ii) Teva notifies the Institution in writing that it is not interested in the applicable Research Results; or (iii) Teva delivers a Notice to the Institution within the Notification Period, however the parties fail to enter into a Definitive License Agreement within the Negotiation Period, then Teva's rights under Article 4with respect to the applicable Research Results shall lapse and the Researcher shall be free to commercialize the applicable Research Results and the applicable Patents as it may deem fit.

4.5. For the avoidance of doubt, Teva's right of first negotiations, as set forth in Article 4, is granted to Teva for no further consideration other than as provided in this Agreement.

4.6. The Institution warrants to Teva that it has the right to grant to Teva the rights herein granted.

5. CONFIDENTIALITY

5.1. The parties undertake to treat and to maintain in confidence any Confidential Information (as defined below) disclosed by either Party or its affiliates to the other Party or its affiliates under this Research Agreement. Each Party shall not disclose or use the other Party's Confidential Information other than for the purposes of this Research Agreement, including, the exercise of any rights hereunder or in the fulfillment of any obligations hereunder. The receiving Party shall treat the disclosing Party's Confidential Information with the same degree of care and confidentiality that it maintains or protect its own confidential information, but in any event, no less than a reasonable degree of care.

5.2. Notwithstanding the foregoing, the receiving Party may disclose the Confidential Information of the disclosing Party: (i) to its affiliates, employees, agents, consultants or subcontractors who have a "need to know" such information for the exercise of the receiving Party's rights hereunder or in the fulfillment of its obligations hereunder and who are required to maintain the confidentiality of such information; and (ii) to the extent required to be disclosed under any law, rule, regulation, court, or order of any competent authority, provided that, to the extent reasonably possible, it shall first notify the disclosing party thereof in order to enable that party to seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded to such information, and such disclosure shall be made to the minimum extent required.

5.3. For purposes of this Research Agreement, "Confidential Information" means, with respect to a Party, any and all know-how, proprietary information and technology, including trade secrets, inventions, developments, discoveries, methods, techniques, formulations, data, results, reports, improvements and other information, whether or not patentable, whether disclosed in writing, orally or by any other means. Provided, however, the such information was not (i) known to the receiving Party at the time it was disclosed, other than by previous disclosure by or on behalf of the disclosing Party; (ii) is in the public domain at the time of disclosure or becomes part of the public domain thereafter other than as a result of a violation by the receiving Party or any of its employees, agents, consultants or subcontractors of the confidentiality obligations herein; (iii) is lawfully and in good faith made available to the receiving party by a third party; or (iv) is independently developed by the receiving Party without the use of or reference to the disclosing Party's information.

5.4. The confidentiality and non-use undertakings in Article 5 shall continue in effect during the term of this Research Agreement and for a period of 3 (three) years following termination of this Research Agreement.

6. PUBLICATION

6.1. Teva and the Researcher recognize the traditional freedom of all scientists to publish and present promptly the results of their research. Teva and Researcher also recognize that obtaining patent rights can be jeopardized by public disclosure prior to the filing of suitable patent applications. Therefore, Researcher will ensure that each proposed publication or disclosure, within the Notification Period and, if applicable, the Negotiation Period shall be submitted to Teva for its review at least thirty (30) days prior to the earlier of the date of submission to any journal or conference proceedings for review or the date of disclosure. If, during the thirty (30) day review period, Teva notifies Researcher that the proposed publication or disclosure contains patentable subject matter, Researcher agrees to delay such publication or disclosure for additional period, not to exceed sixty (60) days from the date of Teva's request, to allow Teva to discuss with the Institution the filing of a patent application or the taking of such measures appropriate to establish and preserve the rights in the information being submitted for publication or disclosure.

6.2. Subject to Section 6.1 above, in any oral or written report of the Research and/or the Research Result, the Researcher [and the Institution] must acknowledge the support of Teva and, where possible, display Teva's logo.

7. TERMINATION

7.1. This Research Agreement shall be effective from the first day of the month following the date of signature of the last signing party to the Research Agreement and shall continue in force and effect until the later of:

7.1.1. the date of expiry of the Notification Period; or

7.1.2. if a Notice has been given by Teva then the date of expiry of the Negotiation Period.

7.2. Either Party may terminate this Agreement: (a) on thirty (30) days prior written notice to the other Party, in the event that the other Party shall commit any material breach of its obligations hereunder and shall fail to remedy same within thirty (30) days after being called upon in writing so to do.

8. NO WARRANTIES; DISCLAIMER OF LIABLITY

8.1. It is agreed that nothing in this Research Agreement shall constitute a representation or warranty by the Researcher, express or implied, that any results will be achieved by the Research or that the results or any part thereof are or will be commercially exploitable or of any other value and, Researcher furthermore makes no warranties and representations, express or implied, whatsoever as to the Research and any results of the Research, including implied warranties of non-infringement, merchantability or fitness for a particular purpose.

8.2. To the fullest extent permissible by applicable law, the Researcher and the Institution hereby release Teva from and Teva shall not be liable for any loss, damage or injury resulting from or connected to the Research, including without limitation, the Research Result and/or any liability, loss or injury caused or deemed to be caused by the use or misuse of any equipment whose purchase or lease was funded by Teva. . Furthermore, Teva shall not be responsible for and assumes no liability with respect to the validity of the Research Results nor for any statements made by the Researcher and/or the Institution in any publication or press release.

9. NO LIABILITY

9.1. Except in the case of a willful or fraudulent misrepresentation, Nneither side party nor their affiliates and their affiliates' directors, officers, employees and agents will not be liable for any consequential, incidental, indirect, special, punitive or exemplary damages (including, without limitation, lost profits, opportunities, business or goodwill) suffered or incurred by such other Party or its affiliates, whether based upon a claim or action of contract, warranty, negligence or tort, or otherwise, arising out of this Agreement. loss, claim, damage, or expense, of whatsoever kind or nature, which may arise from or in connection with the Research.

10. NO AGENCY RELATIONSHIP

10.1. Nothing contained in this Research Agreement shall be construed to place either the Researcher or Teva in a relationship of partners or parties to a joint venture or to constitute the Researcher or Teva an agent, employee or a legal representative of the other party and neither party shall have power or authority to act on behalf of the other party or to bind the other party in any manner whatsoever.

11. ASSIGNMENT

11.1. The rights of Teva under this Agreement shall inure to its successors and assigns. Teva shall be entitled, at any time, to assign this Agreement to an Affiliate of Teva provided such successor or assign of Teva shall undertake all of the obligations of Teva hereunder. The rights of Researcher under this Agreement shall not be assignable in whole or in part without the prior written permission of Teva.

12. SEVERABILITY

12.1. Should any part or provision of this Research Agreement be held unenforceable or in conflict with the applicable laws or regulations of any applicable jurisdiction, the invalid or unenforceable part or provision shall, provided that it does not go the essence of this Agreement, be replaced with a revision which accomplishes, to the extent possible, the original commercial purpose of such part or provision in a valid and enforceable manner, and the balance of this Research Agreement shall remain in full force and effect and binding upon the Parties hereto.

13. NO WAIVER

13.1. No waiver by any party hereto, whether express or implied, of its rights under any provision of this Research Agreement shall constitute a waiver of such party's rights under such provisions at any other time or a waiver of such party's rights under any other provision of this Research Agreement. No failure by any party hereto to take any action against any breach of this Research Agreement or default by another party hereto shall constitute a waiver of the former party's rights to enforce any provision of this Research Agreement or to take action against such breach or default or any subsequent breach or default by such other party.

14. GOVERNING LAW AND JURISDICTION

14.1. This Research Agreement shall be governed by and construed in accordance with the laws of Israel, without giving effect to its principles of conflicts of law that direct that the laws of another jurisdiction apply and the parties hereto hereby submit to the exclusive jurisdiction of the competent courts in Petach Tiqva, Israel.

15. ENTIRE AGREEMENT

15.1. This Research Agreement constitutes the entire agreement between the parties hereto in respect of the subject-matter hereof, and supersede all prior agreements or understandings between the parties relating to the subject-matter hereof and this Research Agreement may be amended only by a written document signed by the parties hereto.

16. NOTICES

16.1. All notices and other communications required or permitted hereunder or necessary in connection herewith shall be in writing and shall be deemed to have been given when hand delivered, sent by facsimile or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to Teva, to:
Teva Pharmaceutical Industries Ltd.
Attention: Mati Gill
Telephone: +972-3-9267644
Email: mati.gill@teva.co.il
With a copy to:
Chen Yehudai, Legal Department
5 Basel Street, Petah Tiqva 49131, Israel
Telephone: +972-3-9267680 Facsimile: 972-3-926-7429

If to Researcher, to:
Attention: _____

Telephone: _____
Facsimile: _____
Email: _____

17. COUNTERPARTS

17.1. This Research Agreement shall become binding when any one or more counterparts hereof, individually or taken together, bear the signatures of both parties. Each counterpart shall be deemed an original as against any party whose signature appears thereon, but all counterparts hereof shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties to this Agreement have signed and executed this Agreement as of the last signature date set forth below.

TEVA PHARMACEUTICAL INDUSTRIES LTD.	**Institution's Name**
signature: _____	*signature:* _____
name: _____	*name:* _____
designation: _____	*designation:* _____
signature: _____	
name: _____	
designation: _____	
date: _____, *2013*	**date:** _____, *2013*

Investigator Name
signature: _____
name: _____
designation: _____
date: _____, *2013*

ANNEX A TO THE RESEARCH AGREEMENT
Research Plan