

RESEARCH COLLABORATION AGREEMENT

This RESEARCH COLLABORATION AGREEMENT (this “**Agreement**”) effective at the last date of signature (“**Effective Date**”), is made by and between the **Instituto Murciano de Investigación y Desarrollo Agroalimentario (“IMIDA”)** of La Alberca, Murcia, c/ Mayor s/n, 30150, Spain and **The Hebrew University of Jerusalem (“HUJI”)** represented by the Authority for Research and Development, Edmond J. Safra Campus, Jerusalem 9190401, Israel.

IMIDA and HUJI collectively the “**Parties**” and individually, a “**Party**”

WHEREAS: Dr. Juan Antonio Sánchez Sánchez (the “**IMIDA SCIENTIST**”) is conducting research in the field of biological pest control and the ecology of predatory mirids; and

WHEREAS: Prof. Moshe Coll (the “**HUJI SCIENTIST**”) from HUJI is conducting research in the field of insect ecology and biological pest control; and

WHEREAS: The Parties wish to jointly collaborate and undertake this collaboration based on such own developments and with the terms and conditions of this Agreement; and

WHEREAS: The Parties recognize that this agreement is the first step for an enduring and fruitful research collaboration between the IMIDA SCIENTIST and the HUJI SCIENTIST.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties agree to the following:

1. According to this Agreement, the IMIDA SCIENTIST will provide to the HUJI SCIENTIST samples of *Macrolophus pygmaeus* (the “**MATERIAL**”) for the purpose of comparing the genetic make-up of these insects (the MATERIAL) to natural and commercially-available Israeli populations (the “**RESEARCH**”).
2. HUJI and the HUJI SCIENTIST agree that the MATERIAL:
 - (i) is to be used solely for teaching and academic research purposes;
 - (ii) is to be used only by the HUJI SCIENTIST or others working under his direct supervision; and
 - (iii) will not be transferred to anyone else within and/or outside the HUJI without the prior written consent of IMIDA.



3. IMIDA retains ownership of the MATERIAL. Every shipment of material will be accompanied by a list specifying its contents that will be signed on arrival by the HUJI scientist and returned to the IMIDA scientist. Ownership of results and any intellectual property first arising in the performance of the RESEARCH will be shared by both Parties.
4. Authorship will be shared by both Parties in all publications reporting the RESEARCH results and shall provide appropriate acknowledgement of the source of the MATERIAL.
5. Each Party agrees that all information they disclose to each other in connection with the Research that is (1) marked as “**CONFIDENTIAL**”, or (2) if disclosed orally, was at the time of disclosure indicated to be confidential and reduced to writing within thirty (30) days of oral disclosure, or (3) is obviously of a confidential nature (“**Confidential Information**”), is the proprietary and valuable property of the disclosing Party. Except as otherwise provided or permitted herein, each Party agrees that such Party will take all reasonable steps to ensure and preserve the confidentiality of the other's Confidential Information and not disclose or use the other's Confidential Information without the prior consent of the disclosing Party. Each Party's obligations will survive the termination of this Agreement. Confidential Information shall not include information which (i) is in the public domain through no breach by the receiving Party of any obligation of confidentiality; (ii) was in the receiving Party's possession prior to disclosure by the disclosing Party; or (iii) is received without obligation of confidentiality by a third party.
6. IMIDA MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
7. HUJI assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. IMIDA will not be liable to the RECIPIENT for any loss, claim or demand made by HUJI, or made against HUJI by any other party, due to or arising from the use of the MATERIAL by the HUJI, except when caused by the negligence or willful misconduct of IMIDA.

8. This Agreement will take effect from the date the last party had signed it (preferably by electronic means) and will last for four years. It may be extended by agreement of the parties, which must be formalized prior to the expiration of the agreed term.
9. Articles 3, 4, 5, 6, 7, 9 and 10 shall survive the termination of this Agreement.
10. The Parties will make their best efforts to amicably settle all disputes arising out of or in connection with this Agreement. In the event of any dispute, controversy or claim arising under, out of or relating to this Agreement cannot be solved amicably, they shall be submitted to mediation. The framework of the mediation shall be mutually decided by the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date by their duly authorized persons.

**Instituto Murciano de Investigación
y Desarrollo Agroalimentario**

By: _____
Signed in the margin
Name: Victor Roberto Serrano Conesa
Title: Director of IMIDA
Date: _____
Date in the margin

The Hebrew University of Jerusalem

By: _____
Name: Dr. Pablo Kizelsztein
Title: Director, The Authority for R&D
Date: 26 April 2021

Pablo Kizelsztein

Digitally signed by Pablo Kizelsztein
DN: cn=Pablo Kizelsztein, o=The Hebrew University of Jerusalem, ou=The Authority for Research and Development, email=pablok@savion.huji.ac.il, c=IL
Date: 2021.04.26 14:34:57 +03'00'

Acknowledged by the IMIDA SCIENTIST

By: _____
Signed in the margin
Name: Juan Antonio Sánchez Sánchez
Position: Head scientist of the Biological Control and Ecosystem Services Team
Date: _____
Date in the margin

Acknowledged by the HUJI SCIENTIST

By: _____
Name: Prof. Moshe Coll
Position: Professor of Entomology
Date: 25 April 2021

Moshe Coll

