
IMPORTANT

If you are an academic institution and wish to collaborate and/or receive data dumps from the databases listed below (the “**Permitted use**”):

- (i) the GeneCards® web site located at <http://www.genecards.org/>;
 - (ii) the GeneLoc web site located at <http://genecards.weizmann.ac.il/geneloc/>;
 - (iii) the GeneAnnot web site located at <http://genecards.weizmann.ac.il/geneannot/>;
 - (iv) the MalaCards web site located at <http://www.malacards.org/>;
 - (v) the PathCards web site located at <http://pathcards.genecards.org/>;
 - (vi) the GeneHancer web site located at <http://genehancer.genecards.org/>;
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- (1) Please read the Agreement set out below (“**the Agreement**”) and the relevant information concerning GeneCards® and/or GeneLoc and/or GeneAnnot and/or MalaCards and/or PathCards and/or GeneHancer (as the case may be) contained on its or their respective web site(s) as aforesaid; and
 - (2) Please complete and sign the Agreement and return the Agreement, duly completed and signed, to YEDA RESEARCH AND DEVELOPMENT COMPANY LTD. at:

P.O. Box 95 Rehovot,
76001, Israel
Attention: Marilyn Safran
marilyn.safran@weizmann.ac.il
tel: (+972)–8–934 3455
fax: (+972)–8–934 4113

YOU WILL BE GRANTED A LIMITED LICENCE, AS SET IN HERE, TO THE PERMITTED USES ONLY, WHEN YEDA RESEARCH AND DEVELOPMENT COMPANY LTD. EXECUTES YOUR DULY SIGNED AGREEMENT.

Limited License AGREEMENT

YEDA RESEARCH AND DEVELOPMENT COMPANY LTD.

P.O. Box 95, Rehovot 76100

(“Yeda”)

And

Name of Company/Institute: _____

_____]

[Address]

Contact Person: _____

E-mail: _____

Phone: _____

Fax: _____

(“the Institution”)

WHEREAS Yeda is the commercial arm of the Weizmann Institute of Science (“**WIS**”); and

WHEREAS Scientists at the Crown Human Genomics Center and the Molecular Genetics and Biological Services Departments at the WIS (“**the Scientists**”) produced and developed certain websites relating to the human genome, permitting access to and use of certain databases and/or software; and

WHEREAS subject to and in accordance with the terms and conditions of this Agreement, the Institution wishes to receive, and Yeda is willing to grant to the Institution, a limited, non-exclusive and royalty-free license to the following:

1. Use or receive data dumps from the following Databases (Please select and check):

- the GeneCards Database.
- the MalaCards Database
- the PathCards Database
- the GeneLoc Database
- the GeneAnnot Database
- the GeneHancer Database
- other: _____

The checked database(s) will be referred to as "**the Database**". The Website and the Database will be referred in this agreement collectively as the "**Materials**".

WHEREAS by operation of law and/or pursuant to agreements between Yeda, WIS and the Scientists, the rights in and to the Materials (excluding any information contained therein obtained from third parties (if any)), vest and shall vest in Yeda, and

WHEREAS subject to the Institutions wish to use the Database, - Institution undertakes to include in their own websites reciprocal links to the Website

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **General**

- 1.1. The preamble hereto forms an integral part of this Agreement.
- 1.2. In this Agreement, "**including**" and "**includes**" means including, without limiting the generality of any description preceding such terms.

2. **Warranties by the Institution**

The Institution represents and warrants to Yeda:

- 2.1. that it is an academic institution whose use of the Materials does not involve any commercial purpose; and
- 2.2. that it has provided Yeda with true, accurate, current and complete information concerning the Institution and that it shall maintain and promptly update such information so that it remains true, accurate, current and complete.

3. **Licence**

Yeda hereby grants the Institution a limited, non-exclusive, non-transferable, non-sublicenseable and royalty-free licence to establish, maintain and use the Materials for academic research purposes only, subject to the terms and conditions of this Agreement.

No licence is granted hereunder to any enhancement or update of or to the Materials.

Yeda may modify the Materials including by the removal, reduction or addition of functionality or content.

4. The Institution's Obligations

- 4.1 The Institution shall be entitled to make additions, improvements or modifications to the Database, subject to Yeda's prior written approval. In the event that the Institution makes such additions, improvements or modifications ("**Institution Improvements**"), then the Institution shall grant Yeda a non-exclusive, transferable, irrevocable, perpetual, paid-up, worldwide license in respect of the Institution Improvements and shall make the Institution Improvements available to Yeda, as soon as possible, in such form as shall enable Yeda to integrate the Institution Improvements and commercialize the same including through the Web Site, and the commercial version of the Web Site. The institution may attach to this Agreement proposed Institution Improvements, but will implement them only upon Yeda's approval.
- 4.1.1 Subject to Section 4.1, Yeda shall have no rights relating to any Intellectual Property that was developed by Institution prior to this Agreement or independently of this Agreement.
- 4.2 The Institution agrees to direct all commercial entities or other commercial users wishing to access and/or use the Database, who contacts the Institution, to the relevant provisions of the TOU relating to use and access by commercial entities.
- 4.3 The Institution agrees to provide Yeda or WIS, at Yeda's request, with a copy of the Institution's names of scientists who have been granted access to any of the data in the Database.
- 4.4 The Institution may not sell, lease, rent, sublicense, assign, export or transfer in any other manner: (i) any of its rights and obligations under this Agreement; (ii) the Database and/or the rights of access to, or use thereof; and (iii) any underlying information, software or other technology contained or used in the Materials and/or any printed materials, CDs or other tangible media representing, embodying or containing any of the foregoing, or any portion of the foregoing.
- 4.5 The Institution shall not copy, reproduce, distribute or create derivative works of the Materials or any part of any of the foregoing (including the source code of any component of the Materials).

5. **Proprietary and Other Rights**

- 5.1. The Institution acknowledges and agrees that the Materials, including text, data, compilation, algorithms, software, sound, photographs, videos, graphics or other material contained in and/or presented on or in the Materials and the arrangement thereof, and any software used in connection therewith, contain proprietary and confidential information that is protected by applicable intellectual property and other laws.
- 5.2. Subject only to the licence granted to the Institution under clause 3 above, no rights are granted hereunder with regard to the Materials, or with regard to any copyright, trade mark, domain name, patent or any other intellectual property right in respect of the Materials, or any portion of the foregoing.

6. **Exclusion of Liability and Indemnification**

- 6.1. Neither WIS nor Yeda endorse or are responsible for any data, software or other content available from such sites or resources or their privacy policies. The Institution acknowledges and agrees that neither WIS nor Yeda shall be liable, directly or indirectly, for any damage or loss (direct or indirect) relating to the use of or reliance on such data, software or other content including any data in the Database. Users of the Database shall be solely responsible for obtaining any necessary licences and/or for compliance with applicable terms of use, as may be required to use data, software or other content from such sites or resources.
- 6.2. THE DATABASE IS EXPERIMENTAL AND ACADEMIC IN NATURE AND IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITH ALL FAULTS, WITHOUT ANY OBLIGATION ON THE PART OF YEDA OR WIS TO PROVIDE ACCOMPANYING SERVICES OR SUPPORT. YEDA MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE DATABASE, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT DEROGATING FROM THE AFOREGOING, YEDA MAKES NO WARRANTY THAT THE DATABASE WILL MEET THE INSTITUTION'S REQUIREMENTS AND/OR THE REQUIREMENTS OF ANY USERS OF THE DATABASE OR THAT USE OF THE DATABASE WILL BE FREE OF INFECTION OR VIRUSES, ERROR-FREE, UNINTERRUPTED, SECURE, OR WILL PRODUCE ACCURATE RESULTS. THE INSTITUTION SHALL BEAR TOTAL AND EXCLUSIVE RESPONSIBILITY AND RISK FOR THE USE BY THE INSTITUTION AND ITS EMPLOYEES OF THE DATA BASE AND FOR THE USE OF THE SAME BY ANY USERS THEREOF. NEITHER YEDA NOR THE WIS SHALL BE RESPONSIBLE OR LIABLE FOR ANY RESULTING DAMAGE TO USERS OF THE DATABASE.

- 6.3. THE INSTITUTION AGREES THAT WIS, YEDA AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES (COLLECTIVELY, "**THE INDEMNITEES**") SHALL NOT BE LIABLE FOR ANY CLAIMS, DEMANDS, LIABILITIES, COSTS, DAMAGES OR EXPENSES (INCLUDING LEGAL COSTS AND ATTORNEYS' FEES) CAUSED TO OR SUFFERED BY ANY PERSON OR ENTITY (INCLUDING, THE INSTITUTION), THAT DIRECTLY OR INDIRECTLY ARISE OUT OF OR RESULT FROM USE, THE MATERIALS OR THE USE OF THE MATERIALS BY THE INSTITUTION OR ANY OF ITS EMPLOYEES OR BY ANY USERS THEREOF OR BREACH OF THIS AGREEMENT BY THE INSTITUTION (ALL OF THE AFOREGOING, COLLECTIVELY, "**CLAIMS**"). WITHOUT DEROGATING FROM THE GENERALITY OF THE AFOREGOING, THE INDEMNITEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, DAMAGES FOR LOST DATA OR LOST PROFITS, WHETHER ARISING FROM OR RELATING TO TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE.
- 6.4. The Institution shall indemnify and hold the Indemnitees harmless from and against any Claims referred to above.

7. **Term**

- 7.1. This Agreement shall enter into force upon the signature hereof by Yeda (after signature by the Institution) and shall remain in force for a period of 1 (one) year, such term to be renewed automatically for successive periods of 1 (one) year each, unless terminated by either party as provided in clause 8.2 below.
- 7.2. Either party may terminate this Agreement in its absolute discretion by giving the other party 30 (thirty) days' prior notice thereof.
- 7.3. Upon termination of this Agreement, the Institution shall immediately cease the operation of the Database, take it off line and destroy all media which contain or embody the Database and/or any part thereof.

8. **Miscellaneous**

- 8.1. The headings in this Agreement are intended solely for convenience or reference and shall be given no effect in the interpretation of this Agreement.
- 8.2. The Institution may not assign or transfer this Agreement or any of its rights and obligations hereunder, without the prior written consent of Yeda.

- 8.3. Yeda may assign, transfer, or license all or any of its rights and obligations hereunder to any third party without the Institution's consent.
- 8.4. This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and supersedes all prior agreements or understandings between the parties relating to the subject-matter hereof and this Agreement may be amended only by a written document executed by both parties hereto.
- 8.5. No waiver by any party hereto, whether express or implied, of its rights under any provision of this 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 Agreement. No failure by any party hereto to take any action against any breach of this Agreement or default by another party hereto shall constitute a waiver of the former party's rights to enforce any provision of this Agreement or to take action against such breach or default or any subsequent breach or default by such other party.
- 8.6. All notices and other communications to be given by one party to the other hereunder shall be in writing and shall be sent to the respective addresses set forth on the first page hereof, or to such other address as any party designates in writing.
- 8.7. This Agreement shall be governed in all respects by the laws of Israel and the parties hereby submit to the exclusive jurisdiction of the competent courts in Tel-Aviv-Jaffa, Israel, except that Yeda may bring suit against the Institution in any other jurisdiction outside Israel in which the Institution has assets or a place of business.
- 8.8. Nothing contained in this Agreement shall be construed to place the parties in a relationship of partners or parties in a joint venture or to constitute either party an agent, employee or a legal representative of the other party and neither party shall have the power or authority to act on behalf of the other party or to bind the other party in any manner whatsoever.
- 8.9. If any provision of this Agreement is held to be unenforceable under applicable law, then such provision shall be modified as set out below and the balance of this Agreement shall be interpreted as if such provision were so modified and shall be enforceable in accordance with its terms. The parties shall negotiate in good faith in order to agree on the terms of an alternative provision which complies with applicable law and achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

8.10 In all oral and/or written publication concerning the information and/or use of Materials, the Institution undertakes to make an appropriate acknowledgment of such use and contribution.

IN WITNESS WHEREOF, the parties hereto have set their signatures as of this ___ day of _____, _____.

for **YEDA RESEARCH AND DEVELOPMENT COMPANY LTD.**

for [_____]

By: _____

By: _____

Title: _____

Title: _____