

U.S.-ISRAEL ENERGY CENTER FUNDING AGREEMENT

Agreement made this day of 20 , by and

BETWEEN

The ISRAEL-UNITED STATES BINATIONAL INDUSTRIAL RESEARCH AND DEVELOPMENT FOUNDATION, a legal entity created by Agreement between the Government of the State of Israel and the Government of the United States of America (hereinafter referred to as the "Foundation"),

AND

(hereinafter referred to as the "[US Lead Awardee ("USL")] **OR** [Israel Lead Awardee ("ILL")] or the "Proposer", as the case maybe).

PREAMBLES

WHEREAS the Foundation has been established under an Agreement between the Government of the State of Israel and the Government of the United States of America to promote and support joint non-defense industrial research and development activities of mutual benefit to Israel and the United States, and

WHEREAS the Government of the United States of America, acting through the Department of Energy ("DOE"), and the Government of Israel, acting through the Ministry of Energy ("MOE") and the Israel Innovative Authority ("IIA") and, have established a US-Israel Center of Excellence in Energy, Engineering and Water Technology (hereinafter referred to as the "Energy Center"), and

WHEREAS The Foundation has been designated as the entity charged with managing a program on behalf of the Energy Center, as its Secretariat, to promote and distribute awards to consortia in four topic areas: fossil fuels, energy storage, cyber security for energy infrastructure, and energy-water nexus; and

WHEREAS the Proposer, together with its Co-Lead, has heretofore submitted to the Foundation a proposal (hereinafter the "Proposal"), entitled "" and on the basis of the Proposal has applied to the Foundation for certain funding assistance for the discovery/invention and/or development by the Consortium of innovative technologies therein described; and

WHEREAS the officials representing the DOE, IIA and MOE respectively have examined and duly approved the Proposal and are willing for the Foundation to provide certain funding for the implementation of the Proposal on the terms and conditions hereinafter set forth.

Now therefore the parties hereto agree as follows:

A. GENERAL

A.1. The preambles to this Agreement shall be deemed an integral part hereof.

A.2. The Foundation represents that the Executive Director of the Foundation is empowered by its Board of Governors to execute this Agreement and to perform and cause to be performed all acts under the terms hereof on behalf of the Foundation.

A.3. The following documents are incorporated by reference and made a part of this Agreement:

A.3.1. The Proposal, dated the day of , 20 . Nonetheless, should any provision of the Proposal be inconsistent with any provision of this Agreement, the provisions of this Agreement shall control.

A.3.2. Energy Center Procedures Handbook.

A.4. The following definitions shall apply:

"Accepted Expenditure" – the actual expenditure for the Program Plan after being reviewed and approved by the Foundation in accordance with the Energy Center procedures

“Affiliate” – is an entity under common control, controlled by or controlling any Consortium Member

“Agreement” – this Energy Center Funding Agreement

“Approved Program Budget” – the schedule of expenses contemplated to be spent by each Team, as set out in Annex A

“Co-Lead” – if the ILL will sign this Agreement, then the Co-Lead will be the USL and if the USL will sign this Agreement, then the Co-Lead will be the ILL

“Award” – the aggregate funds provided on an annual basis by the Energy Center for the implementation of the Proposal by the Consortium, acting together under the leadership of the US Lead and Israel Lead respectively

“Consortium” – the combination of the US Team and the Israel Team

“Consortium Member” – any and each member of either the US Team or Israel Team

“Foundation” – The Israel-United States Binational Industrial Research and Development Foundation, as referred to in the first paragraph of this Agreement

“ILL” - Israel Lead Awardee

“Intellectual Property” – patents, copyrights, trademarks, inventions, trade secrets, confidential information, product design, engineering specifications and drawings, technical information and all types of computer programs

“Israel Team” – the Israeli members of the Consortium comprising two or more partners and that includes at least one corporation, including and under the leadership of the ILL

“Lead” – the USL or the ILL, as the context makes clear

“Late Payment Interest Rate” – 4% more than the average prime rate prevailing at the JP Morgan Chase Bank, N.Y.C. (or any successor bank to that bank), during the period from the date payment was due until payment is actually made

“Program Plan” – schedule of the Program activities as described in the Proposal and as presented in Annexes C and D

“Program” – the process for the discovery, and/or invention and/or development of innovative technologies in the topic of [REDACTED], with the funding assistance of the Energy Center, for a period of up to five years

“Proposal” – the documents submitted by the Proposer to the Foundation describing the technical and business aspects of the Program, including the proposal document referred to in Section A.3.1.

“Proposer” – as defined in the Preambles

"Required Expenditure" – the amount of the expenses/costs of the Proposer and its Team that they are expected to incur, as determined by the Foundation, by the expiry of each relevant six-month period.

"Team" – either the Israel Team or US Team, as the context makes clear

"Termination of this Agreement" – termination resulting from revocation by the Foundation of the Agreement, or termination of the Agreement by the Proposer with the consent of the Foundation

"USL" - US Lead Awardee

"US Team" –the US members of the Consortium comprising – two or more partners, including and under the leadership of the USL

B. PROJECT FINANCING

- B.1. The Foundation, in its capacity as Secretariat of the Energy Center, hereby agrees to fund, by Award, the implementation of the Proposal in the maximum sum of \$ or 50% of the actual expenditures on the Program, as contemplated in the Approved Program Budget, whichever is less, and at the times and as may otherwise be set forth in Annex B hereto. **Notwithstanding the above and anything to the contrary herein, the Proposer accepts and acknowledges that the funding of the Award is subject to annual US Congress appropriations and funding approval from the said Israel authorities referred to in the preambles to this Agreement. The Proposer hereby irrevocably and unconditionally waives any demands or claims in the event that there shall be no US Congress appropriation and/or Israel funding approval that results in there being no funding available for the Award in any one or more years of the Program.**
- B.2. The allocation of the Award shall be allocated between the US Team and the Israel Team, as awarded.
- B.3. The Proposer shall provide in timely fashion all funds and resources in excess of those provided hereunder by the Foundation (the 'Cost Sharing').
- B.4. There shall be no obligation on the Consortium Members to make any repayments of the Award unless there shall be an event of revocation as set forth or referred to in Section I.

C. CONDUCT OF THE PROGRAM AND CONSORTIUM MANAGEMENT

- C.1. The Proposer agrees to take responsibility for its Consortium Members within its Team, including itself as Lead, to perform its work tasks set out in the Proposal with good standards relevant to such undertakings.

- C.2. The Proposer agrees to take responsibility for compliance by the Consortium with the requirements, milestones and deliverables under the Program Plan as set forth in Annexes C and D.
- C.3. The Proposer shall appoint a Project Manager for the implementation of the Program during the period of this Agreement and in accordance with the Program Plan and supply his/her name and conduct details to the Foundation.
- C.4. The Proposer (as Lead) shall be responsible for allocating and managing/supervising all the arrangements and work requirements and tasks between the members of its Team, and allocating the funding between the members in accordance with the Approved Program Budget. The Proposer will use all reasonable efforts to ensure that the Consortium Members of its Team, together with the Consortium Members of the other Team, achieve together the proposed milestones set forth in the Program Plan.
- C.5. The Proposer (as Lead) shall further be responsible for all coordination and communications with the Co-Lead to ensure that there will be a proper allocation of the work of the Program and that each Team is communicating and complementing the other Team in achieving the milestones, tasks and requirements of the Program Plan and the Approved Program Budget. The Proposer shall arrange and take part in regular communications, and if required, meetings, with the Co-Lead.
- C.6. The Proposer (as Lead) shall further be responsible for all coordination and communications with the Foundation in connection with the activities and reporting of its Team as well as with coordination with the Co-Lead in its communications with the Foundation.
- C.7. The Proposer agrees to bind all the Consortium Members of its Team to all the terms of this Agreement that relate to them, in the agreement that will be executed between the Consortium Members of its Team on or before the date of this Agreement that will, amongst other things, define the lead role to be performed by the Proposer and describe the supervision, and relationships between the Consortium Members of its Team and management of its Team, and the relationship and arrangements with the Consortium Members of the other Team and Co-Lead.
- C.8. The Proposer shall not make substantial transfers of funds from one budget item to another, change key personnel or their duties and responsibilities, or diminish their time allocated to the proposed work hereunder without prior written approval by the Foundation, which approval shall not be unreasonably withheld.
- C.9. Should any key person be absent from work, or should such absence be expected for 90 days or more, or should there be any significant reduction in the total personnel force

assigned to the project under the Proposal, the Proposer shall forthwith notify the Foundation.

D. REPORTING REQUIREMENTS

- D.1. The Proposer shall every six months submit to the Foundation, in writing, fiscal and technical reports, to be submitted simultaneously, in accordance with the Energy Center Procedures Handbook, with the last reports to be submitted simultaneously within 60 days following Termination of Program.
- D.2. The Proposer and Co-Lead will make on an annual basis, a joint technical presentation to the Foundation and/or the Energy Center Executive Committee as required, and their technical advisors, relating to the work performed by the Consortium during that year, with an emphasis on the milestones achieved and proposed milestones to be achieved in the forthcoming years, the level of cooperation and synergy between the Consortium Members, and the ongoing benefits of the Program. Such presentation shall also include a slide presentation that will describe, amongst other things, the individual tasks performed by the individual Consortium Members and Teams, any issues that have arisen in the course of carrying out the tasks, and recommendations from the Proposer and Co-Lead. The Proposer and Co-Lead will address and respond to any questions and concerns, if any, raised by the Foundation arising from said presentation. Said presentation shall take place in a meeting at a location to be coordinated between the parties or via a multi-media conference or through a combination of both.
- D.3. Following the completion of the Program, the Foundation shall be entitled to request the Proposer to provide replies to its questions and/or answer any surveys of the Foundation in connection with the Program, whether commercial or technical in nature.
- D.4. All the reports referred to in Section D.1 and D.2. shall accurately represent the status of the Program, including, without limitation, the level of cooperation between the Teams in the Consortium and the progress of the development of the technology. Any and all material misrepresentation or inaccuracy in any report shall constitute a fundamental breach of this Agreement pursuant to Section I.1. and the Award shall be deemed to have been revoked in whole, and the provisions of Sections I.1., I.2., I.3., I.4, I.5. and I.7. shall apply in every respect.
- D.5. Any failure to submit reports in a timely fashion pursuant to Section D shall be deemed a fundamental breach and a breach for cause pursuant to this Agreement.
- D.6. The reports to be submitted pursuant to in Section D.1 and D.2. shall be in form and substance in accordance with the most recent formats for technical and fiscal reports, as shown on the Foundation's web site.

D.7. The Foundation shall be entitled to carry out fiscal and technical audits on the Program from time to time and the Proposer shall give the Foundation's representatives full access to all relevant financial records, evidence and paperwork and further allow them access to their premises for the purposes of carrying out such audits. Failure to provide access and cooperate with the Foundation shall constitute a fundamental breach of this Agreement pursuant to Section I.1.

E. PUBLICATIONS

E.1. In any publication in scientific or technical journals of data or other information derived from the work hereunder, or any publication related to the work, and/or marketing and/or promotion of the technologies and/or products developed as a result of the Program but not including product literature or manuals, the support of the "U.S.-Israel Energy Center" shall be credited and acknowledged. Furthermore the Proposer will keep the Foundation updated on all developments and commercialization of such products and supply the Foundation with written reports on these.

E.2. To the extent so required to permit the Foundation free dissemination of such publications or information, which the Foundation and/or the Energy Center is privileged to disseminate, subject to the limitations of Section F., the Proposer shall be deemed hereby to waive any claim or rights with respect to such dissemination.

E.3. The Proposer shall furnish to the Foundation two (2) copies of all publications resulting from Foundation-supported work as soon as possible after publication.

E.4. This Section E shall survive the revocation or other Termination of this Agreement.

F. PROPRIETARY INFORMATION, INTELLECTUAL PROPERTY

F.1. Proprietary information, clearly identified as such, submitted to the Foundation in the Proposal, in any report or verbally, or obtained by Foundation personnel observation pursuant to any request or briefing, shall be treated by the Foundation as confidential. At the request of Proposer, a confidential disclosure agreement may be entered into separately by the parties. Nothing contained in the foregoing shall restrict the right of the Foundation to make public the fact of the Foundation's support for the Program, and the identification of the members of the Consortia therein.

F.2. The Proposer, on behalf of itself and the Consortium Members of its Team, represents and warrants to the Foundation that, to the best of its knowledge, it and they own, or have obtained the rights to use all of their respective Intellectual Property, free and clear of all liens, claims and restrictions, required for implementation of the Proposal. To the best of

the Proposer's knowledge, no Intellectual Property owned by the Proposer or its Team with respect to the Proposal infringes upon any Intellectual Property rights of others and the Proposer and the Consortium Members of its Team know of no infringement upon any intellectual rights of others as to the Intellectual Property owned by any of the Consortium Members of the other Team.

G. PATENTS AND ROYALTIES

- G.1. If Proposer or any of the members of its Consortium elect to apply for patents on any technology or product developed in whole or in part from performance of Foundation-supported activity, such applicant shall, at its own expense apply in the United States and in Israel, and in such other countries and at such times as the Proposer or other Lead may deem appropriate. The Foundation will consider providing certain funding for the patent registration costs in accordance with the regulations as set out in the Energy Center Procedures Handbook, as may be amended from time to time.

H. RIGHTS OF THE GOVERNMENTS OF ISRAEL AND THE UNITED STATES

- H.1. Regardless of the patent rights acquired by members of the Consortia by mutual agreement or pursuant to Section G.1., the Governments of Israel and of the United States shall each have a non-exclusive, irrevocable, royalty-free license to make or have made, to use or have used, and to sell or have sold any such product specified, throughout the world for all governmental purposes: provided, however, that in any contracting situation involving a product made under this Agreement, the Government of Israel shall give preference to the relevant Consortium Member(s) retaining the entire right, title, and interest in the product in Israel, and provided that "governmental purposes" shall not include manufacture of such product where it is commercially available at reasonable prices. Notwithstanding the foregoing, except for military purposes or in emergency situations, neither the Government of Israel nor the Government of the United States, nor the Foundation, shall have the right to sell or otherwise dispose of in any third country any product incorporating the product or part of the product without the prior written permission of the Consortia which has acquired the entire right and interest in the product in that third country. Such Consortium Members shall not withhold permission where appropriate royalties are paid by the Foundation or government(s) concerned.
- H.2. In addition to the patent rights specified in Section H.1., the Governments of Israel and the United States shall have the right to use said product, technical information, data, know-how and Intellectual Property arising out of, or developed under, this Agreement for any noncommercial purpose, and without charge.
- H.3. In order that the rights of the Governments of Israel and the United States described herein shall be exercisable, the Proposer undertakes and agrees, on behalf of itself and the

Consortium Members of its Team, that any component, element or other part of the system described as the product in the Preambles to this Agreement, whose use is necessary to the full enjoyment of the product, will be made available, at reasonable prices, by the relevant Consortium Members either as a commercially purchasable item, or by special arrangement, and will be sold to the Foundation and/or the Government of Israel and/or the Government of the United States, also at reasonable prices.

- H.4. Notwithstanding the foregoing provisions of this Section H., it is understood and agreed that, so long as any Intellectual Property that comprises part or all of the product is marketed by any Consortium Members or by others with the rights to market such Intellectual Property, neither the Government of Israel nor the Government of the United States shall have the right to obtain a license to use such Intellectual Property unless the license fee normally imposed in the ordinary course of business by the Consortium Members or by others with the rights to market such Intellectual Property is paid, and the standard license agreement is executed.

I. TERMINATION OF THE AWARD

- I.1. Notwithstanding anything to the contrary herein the Foundation may revoke the Award, in whole or in part, for, of the Agreement, pursuant to the laws of the State of [REDACTED], upon written notice to the Proposer and the other Lead.
- I.2. Notwithstanding whether any notice has been delivered to the Foundation by either the Proposer or other Lead, the Foundation shall be entitled, upon written notice to the Proposer and the other Lead, to revoke the Award upon becoming aware of any of the following events of default:
- (i) any fundamental breach hereunder by both of, or either Lead or Consortium or Consortium Member, as determined solely by the Foundation acting in good faith; or
 - (ii) a dispute between the Teams of the Consortium (or within either Team) that has, or may reasonably be expected to have a negative effect on the continuation of the Program, as set out in the Proposal; or
 - (iii) any change in the activities of either Team as a result of which such Team is no longer interested in continuing the Program, and notwithstanding the continued interest of the other Team.

Notwithstanding anything to the contrary in Section I.1. or I.2., the Proposer or any Consortium Member may cure the default within thirty (30) calendar days after the date of its receipt of said notice of revocation.

- I.3. Notwithstanding any other provision in this Agreement to the contrary, the Foundation shall not be obliged to provide any further funding after notice of revocation until and unless the said default is cured and so demonstrated to the reasonable satisfaction of the Foundation.
- I.4. Should the Award be revoked for reason of default or abandonment of Program, in addition to the Foundation's rights under Section I.5., the Foundation and the Governments of Israel and the United States shall continue to be entitled to all of their rights pursuant to Section H.
- I.5. If the Foundation shall revoke the Award as aforesaid, all funds given to Consortia in accordance with Section B.1. shall become due immediately, without need for demand. Such funds shall be repaid with interest at the Late Payment Interest Rate from the date of notice of the revocation.
- I.6. The Proposer may not terminate this Agreement or abandon the Program without the prior written consent of the Foundation, which consent shall not be unreasonably withheld. The Foundation declares that it will furnish such consent if it is satisfied that, despite good faith efforts, the Proposer has not succeeded in developing the technologies proposed in the Program.
- I.7. If upon Termination of Program for any reason, the entire budgeted sum has not been expended according to the Energy Center Procedures Handbook, the Proposer shall forthwith return to the Foundation its *pro rata* share of such unexpended portion. If not repaid forthwith, such sum shall bear interest in accordance with Section I.5.

J. SURVIVAL OF PROVISIONS

Notwithstanding revocation or other Termination of this Agreement, the following provisions shall survive such revocation or other Termination of this Agreement: Sections A., D., E., F., H., K., L., M and N.

K. PROPOSER'S RECORDS

- K.1. The Proposer shall maintain business and financial records and books of account for the work hereunder and revenues achieved, identifiable within the framework of the business and financial records of the Proposer.
- K.2. Books and records of the work hereunder shall show Proposer's contribution. Upon request by the Foundation, the Proposer shall provide evidence of its compliance herewith.

- K.3. The Foundation may examine, or cause to be examined, the financial books, vouchers, records and any other documents of the Proposer relating to this Agreement at reasonable times and intervals during the term of this Agreement and for a period of one (1) year following Termination of Agreement. Such examination shall be conducted upon prior coordination with Proposer.

L. SUITS AGAINST THE FOUNDATION

- L.1. The Proposer shall defend all suits, actions, claims and proceedings and the like brought against the Foundation, its officers or personnel, and indemnify them for all liabilities and costs and otherwise hold them harmless on account of any and all claims, actions, suits, proceedings and the like arising out of, or connected with or resulting from the performance of this Agreement by any of the Consortium Members of its Team, or from the manufacture, sales, or distribution of products or use or license from, by or to, any Consortium Member(s) of the technologies developed under the Program and/or products developed by any of them, whether brought by either or both of the Teams or any member thereof, or their respective personnel or by third parties. The Proposer will fully consult in good faith with the Foundation and its counsel at all stages regarding defense of a claim. Any settlement that does not fully release the Foundation from any and all claims must be approved in advance, in writing, by the Foundation.
- L.2. The Proposer agrees that persons employed by it and the Consortium Members of its Team, or otherwise retained by the Proposer and the Consortium Members of its Team, in connection with the Program, shall be deemed to be solely their own employees or agents, and that no relationship of employer and employee or principal and agent shall be created between such employees or agents and the Foundation, either for purposes of tort liability, social benefits, or for any other purpose. The Proposer and the Consortium Members of its Team shall jointly and severally indemnify the Foundation and hold it harmless from court costs and legal fees, and for any payment, which the Foundation may be obliged to make as a result of a cause of action based upon an employee-employer or principal-agent relationship as aforesaid.

M. MISCELLANEOUS CONDITIONS

- M.1. The Foundation makes no representation, by virtue of its funding the work hereunder, or receiving any payments or royalties as a result of this Agreement, as to the safety, value or utility of any product or the work undertaken, nor shall the fact of participation of the Foundation, its funding or exercise of its rights hereunder be deemed an endorsement of any product or of the Proposer, nor shall the name of the Foundation be used for any commercial purpose or be publicized in any way by the Proposer except within the strict limits of this Agreement.

- M.2. Neither the Proposer and/or the Co-Lead, nor any Consortium Members, as the case may be, may assign and/or transfer any of their rights and obligations under this Agreement nor any of the work undertaken pursuant to it without the prior written consent of the Foundation, in its sole discretion.
- M.3. This Agreement shall be construed under the laws of the State of [redacted]. The exclusive forums for the resolution of any dispute arising from this Agreement shall be the State of Israel for the Israel Lead and Washington, D.C. in the U.S., for the US Lead. Execution of this Agreement shall be taken as submission to the forum selected pursuant to this Section.
- M.4. Any dispute concerning the subject matter of this Agreement shall be resolved through arbitration, unless the Foundation and the other parties to such dispute agree otherwise, in writing. If the forum is in Israel, the arbitration will be conducted pursuant to the rules of the Israeli Institute for Commercial Arbitration. If the forum is in the United States, the arbitration will be conducted pursuant to the rules of the American Arbitration Association.
- M.5. Proposer undertakes to comply with all applicable laws, rules and regulations of the State of Israel and the United States of America and any applicable State or Commonwealth, and will apply for and obtain all necessary licenses and permits for the carrying out of its obligations hereunder.
- M.6. Notices and communications shall be e-mailed to an officer of the receiving party or shall be hand-delivered or mailed by prepaid first-class mail (airmail if transmitted internationally) addressed to:
- a. The Israel-U.S. Binational Industrial Research and Development Foundation
 - Office Address:
Kiryat Atidim, Building 4
Tel Aviv 6158001
Israel
 - Mailing Address:
P.O. Box 58054
Tel Aviv 6158001
Israel
 - b. Proposer
 - Office Address:
 - Mailing Address:

Any notice delivered to a party as set forth above shall be deemed to be service of notice on such party.

N. THIS ENERGY CENTER FUNDING AGREEMENT OVERRIDES

In so far as concerns the Foundation, in any instance in which a provision or provisions in any and all agreements between any or all of the Consortium Members and/or the respective Teams contradicts a provision in this Agreement, the provision or provisions in this Agreement shall override.

O. EFFECTIVE DATE

The effective date of this Agreement shall be the [] day of []. The development work shall commence on the aforementioned date and, unless sooner terminated by the Foundation in accordance with Section I., the Proposer undertakes to complete the research and development work () months following the effective date (“Termination of Program”).

Signature page is a separate page immediately following this page.

Signed the day and date above first given

Printed Name: Eitan Yudilevich, Ph.D.

Signature: _____

Title: Executive Director

(for the BIRD Foundation)

Printed Name: _____

Signature: _____

Title: _____

(for Proposer)

Annex A
Approved Program Budget – Full Program (5 years)
Israeli Team or US Team

1. Total Country Budget Split

		Country:	US
#	Name of Consortium Member (CM)	Total CM Budget (\$)	% of total Country Budget
A	0	-	0.0%
B	0	-	0.0%
C	0	-	0.0%
D	0	-	0.0%
E	0	-	0.0%
		-----	-----
	subtotal:	-	0.0%
	ILL/USL overhead allowance	-	2.5%
		=====	=====
	Total ILL/USL budget:	-	

2. Total Tasks Report for Country

		Country:	US												
Task #	Task Name	Task Duration (months)	Cost Components of Tasks (\$)										Total Task Cost	Total Task Cost Incl. ILL/USL Overhead	
			Direct Labor	Labor Overhead	Equipment	Expendable Materials & Supplies	Travel	Sub-contracts	Consultants	Other Expenses	G&A Overhead				
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	Task 2	24	0	0	0	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total for Country		0	0	0	0	0	0	0	0	0	0	0	0	0
	ILL/USL overhead allowance:	2.5%													
	Total for Country Incl. ILL/USL Overhead:		0	0	0	0	0	0	0	0	0	0	0	0	0

Annex A (continuation)
Approved Program Budget – Full Program (5 years)
Israeli Team or US Team

3. Country Budget by Function

Country:		US										
Org.	Organization Name	Cost Components of Tasks (\$)										Total Task Cost
		Direct Labor	Labor Overhead	Equipment	Expendable Materials & Supplies	Travel	Sub-contracts	Consultants	Other Expenses	G&A Overhead		
A	0	0	0	0	0	0	0	0	0	0	0	0
B	0	0	0	0	0	0	0	0	0	0	0	0
C	0	0	0	0	0	0	0	0	0	0	0	0
D	0	0	0	0	0	0	0	0	0	0	0	0
E	0	0	0	0	0	0	0	0	0	0	0	0
Total for Country		0	0	0	0	0	0	0	0	0	0	0
ILL / USL overhead allowance:		2.5%										
Total for Country Incl. ILL/USL Overhead:		0	0	0	0	0	0	0	0	0	0	0

4. Budget Expenditures of Country by Segments

Country:		US													
Segment #	Segment Duration (months) ^(*)	% of Total ILL/USL Budget	Total ILL/USL Budget (\$)		Name of Organization		Name of Organization		Name of Organization		Name of Organization		Name of Organization		
			Without Overhead Allowance	With Overhead Allowance	Percent of Total Budget (%)	Projected Expenditure (\$)	Percent of Total Budget (%)	Projected Expenditure (\$)	Percent of Total Budget (%)	Projected Expenditure (\$)	Percent of Total Budget (%)	Projected Expenditure (\$)	Percent of Total Budget (%)	Projected Expenditure (\$)	
1	6	-	0	0	50%	0	0%	0	0%	0	0%	0	0%	0	
2	6	-	0	0	50%	0	0%	0	0%	0	0%	0	0%	0	
3	6	-	0	0	0%	0	0%	0	0%	0	0%	0	0%	0	
4	6	-	0	0	0%	0	0%	0	0%	0	0%	0	0%	0	
5	6	-	0	0	0%	0	0%	0	0%	0	0%	0	0%	0	
6	6	-	0	0	0%	0	0%	0	0%	0	0%	0	0%	0	
7	6	-	0	0	0%	0	0%	0	0%	0	0%	0	0%	0	
8	6	-	0	0	0%	0	0%	0	0%	0	0%	0	0%	0	
9	6	-	0	0	0%	0	0%	0	0%	0	0%	0	0%	0	
10	6	-	0	0	0%	0	0%	0	0%	0	0%	0	0%	0	
Total:	60	0%	0	0	100%	0	0%	0	0%	0	0%	0	0%	0	

(*) As reported by Company A

Approved Program Budget – First 2 Years
Israeli Team or US Team
(same 4 tables types as for full program, above)

**ANNEX B
PAYMENT OF AWARD**

1. First Payment - On signing – Israel Team: \$
U.S. Team: \$

2. For the next Nine (9) Payments –
After receipt and approval of the interim technical and fiscal reports for the relevant –six-month period and after the Accepted Expenditure on the Program have equaled or exceeded the Required Expenditure.

		Required Expenditure	Payment
2 nd payment			
	Israel Team:	\$	\$
	U.S. Team:	\$	\$
3 rd payment			
	Israel Team:	\$	\$
	U.S. Team:	\$	\$
4 th payment			
	Israel Team:	\$	\$
	U.S. Team:	\$	\$
5 th payment			
	Israel Team:	\$	\$
	U.S. Team:	\$	\$
6 th payment			
	Israel Team:	\$	\$
	U.S. Team:	\$	\$
7 th payment			
	Israel Team:	\$	\$
	U.S. Team:	\$	\$

8 th payment			
	Israel Team:	\$	\$
	U.S. Team:	\$	\$
9 th payment			
	Israel Team:	\$	\$
	U.S. Team:	\$	\$
10 th payment			
	Israel Team:	\$	\$
	U.S. Team:	\$	\$

However, if at the required time of submission of the said interim technical and fiscal reports, and/or work on the Program and/or expenditures thereon appear to be materially behind the timescales as set forth in each of Annexes Annex A, C and D, respectively, the Foundation will review the Program with Proposer, to the extent required, and determine, in its sole discretion, a course of action with respect to further payments of the Award, if any.

4. Final Payment - After receipt and approval of the final technical and fiscal reports - the balance due to the Proposer up to the total sum of the Award in accordance with Section B.1.
5. The Proposer shall be responsible for bearing all bank and similar charges relating to payments made by the Foundation to the Proposer.

ANNEX C
APPROVED PROGRAM PLAN
GANTT Chart of Full Program (5 years)
GANTT Chart for first 2 years

ANNEX D
Milestones and Deliverables (Full Program and First 2 years)

Major Milestones and Deliverables in Overall program (fill-out only the white cells)			
Consortium Name:			
Consortium ID:			
Country: (mark with "X")		<input type="checkbox"/> IL	<input type="checkbox"/> U.S.
Milestone #	<u>Major Milestone</u> Definition / Description and How Will It be Measured	Milestone Date (Program Year - YYYY)	
1			
2			
3			
4			
5			
Deliverable #	<u>Major Deliverable</u> Definition & Description	Deliverable Date (Program Year - YYYY)	
1			
2			
3			
4			
5		[end of program]	

Specific Milestones and Deliverables in First 2 Program Years			
(fill-out only the white cells)			
Consortium Name:			
Consortium ID:			
Country: (mark with "X")		<input type="checkbox"/> IL	<input type="checkbox"/> U.S.
Milestone #	<u>Specific Milestone Definition / Description</u> and How Will It be Measured	Semi-Annual Segment # (1-4)	Associated Program Task #
1a			
1b			
1c			
2a			
2b			
2c			
3a			
3b			
3c			
Deliverable #	<u>Specific Deliverable Definition & Description</u>	Semi-Annual Segment # (1-4)	Associated Program Task #
1a			
1b			
2a			
2b			
3a			
3b			