

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 collectively as the "[US Founding Members ("USFM")] OR [Israel Founding Members ("ILFM")]).

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 Innovation 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 the topic area: [fossil fuels] [energy storage][energy-water nexus];

WHEREAS the Founding Members, together with their Co-Founders, have 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 Executive Committee of the Energy Center has 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 _____, 202 . 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 (Submission) (<https://us-isr-energycenter.org/guidelines-forms/>).

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

"Administrator" – the Consortium Member (that can be a Founding Member) appointed by the US Founding Members, defined as the "US Administrator" or "USCA", or the IL

Founding Members defined as the "Israel Administrator" or "ILCA", whose functions are described in Energy Center Procedures Handbook and hereunder, and each also referred to as "the other "Administrator", as the context makes clear

“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-Founders” – if the ILFM will sign this Agreement, then the Co-Founders will be the USFM and if the USFM will sign this Agreement, then the Co-Founders will be the ILFM

“Award” – the aggregate funds provided on an annual basis by the Energy Center for the implementation of the Proposal by the Consortium, and allocated by the US Administrator and Israel Administrator, 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

“Foundation Coordinator” – the coordinator appointed by the Foundation to coordinate, supervise and manage the Program on behalf of the Foundation

“Founding Members” – as defined in the Preambles

“ILFM” - Israel Founding Members, one of which will be an industry founder and the other an academic or research institute

“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

“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 three years

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

"Required Expenditure" – the amount of the expenses/costs of the Founding Members and their 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 Founding Members with the consent of the Foundation

"USFM" - US Founding Members, one of which will be an industry founder and the other an academic or research institute

"US Team" –the US members of the Consortium

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 of 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.
- B.2. The allocation of the Award shall be allocated between the US Team and the Israel Team.
- B.3. The Founding Members and the Administrator shall be jointly responsible for assuring the availability and provision of the matching funds (the 'Cost Sharing') in accordance with the Approved Budget and the procedures set out in the Energy Center Procedures Handbook.
- B.3. There shall be no obligation on the Consortium Members to make any repayments of the Award unless there shall be an event of revocation or termination, as the case may be, as set forth or referred to in Section I.

C. CONDUCT OF THE PROGRAM AND CONSORTIUM MANAGEMENT

- C.1. The Founding Members shall appoint the Administrator to be responsible for the implementation of the Program during the period of this Agreement and in accordance with the Program Plan and supply its name and the contact details to the Foundation.
- C.2. Without derogating from the responsibilities of the Administrator herein, the Founding Members agree to take responsibility for (i) their Consortium Members within their Team, including themselves as Founder Members, to perform their work tasks set out in the Proposal with good standards relevant to such undertakings, and (ii)

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 Administrator shall be responsible for allocating and managing/supervising all the arrangements and work requirements and tasks between the Consortium Members, and allocating the funding between the members Consortium Members in accordance with the Approved Program Budget, including an allocation for the work of the Founding Members and Administrator for the Consortium in accordance with the Energy Center Procedures Handbook as set forth in point 5 of Annex A. The Administrator will use all reasonable efforts to ensure that the Consortium Members of their Team, together with the Consortium Members of the other Team, achieve together the proposed milestones set forth in the Program Plan.
- C.4. The Founding Members and the Administrator shall further be jointly responsible for all coordination and communications with the Co-Founders and other Administrator 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 Founding Members shall arrange and take part in regular communications, and if required, meetings with the Co-Founders and the other Administrator.
- C.5. The Founding Members and Administrator shall further be jointly responsible for all coordination and communications with the Foundation in connection with the activities and reporting of their Team as well as with coordination with the Co-Founders and the other Administrator in their communications with the Foundation.
- C.6. The Founding Members agree to bind all the Consortium Members of their Team to all the terms of this Agreement that relate to them, in the agreement that will be executed between the Consortium Members of their Team on or before the date of this Agreement that will, amongst other things, define the lead role to be performed by the Founding Members and describe the supervision, and relationships between the Consortium Members of their Team and management of their Team, and the relationship and arrangements with the Consortium Members of the other Team and Co-Founders and the other Administrator.
- C.7. The Founding Members 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.8. 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 Administrator shall forthwith notify the Foundation.

D. REPORTING REQUIREMENTS

- D.1. Within 30 days of the completion of each segment of the Program the Administrator, on behalf of the Founding Members shall submit to the Foundation Coordinator, in writing, fiscal and technical reports, in accordance with the Energy Center Procedures Handbook, to be submitted simultaneously with the reports of the other Administrator, with the last reports to be submitted simultaneously within 30 days following Termination of Program. The Foundation Coordinator will review each report and shall have the right to ask for corrections and clarifications on any of said reports and in such instance they must be resubmitted within 15 days of such request. All these timelines shall be strictly observed, and any breach hereof shall be treated as a fundamental breach of this Agreement pursuant to Section I.2(i).
- D.2. The Founding Members with the assistance of the Administrator 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 Consortium Members and Teams, any issues that have arisen in the course of carrying out the tasks, and recommendations from the Founding Members and the Administrator. The Founding Members and the Administrator 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 Administrator and/or Founding Members to provide replies to their 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 Administrator and/or Founding Members 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 "BIRD U.S.-Israel Energy Center" shall be credited and acknowledged. Furthermore, the Administrator and/or Founding Members 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 Founding Members shall be deemed hereby to waive any claim or rights with respect to such dissemination.
- E.3. The Founding Members shall furnish to the Foundation with a digital copy 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 Founding Members, 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 Consortium therein.
- F.2. The Founding Members, on behalf of themselves and the Consortium Members of their Team, represents and warrants to the Foundation that, to the best of their knowledge, 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 Founding Members' knowledge, no Intellectual Property owned by the

Founding Members or their Team with respect to the Proposal infringes upon any Intellectual Property rights of others and the Founding Members and the Consortium Members of their 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

- G.1. If Founding Members or any of the members of their 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 their own expense apply in the United States and in Israel, and in such other countries and at such times as the Founding Members or other Consortium Member may deem appropriate. The Foundation will consider providing certain funding for the patent registration costs in accordance with the regulations 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 Consortium Members by mutual agreement or pursuant to Section G.1., it is understood and agreed that, so long as any Intellectual Property that comprises part or all of the products developed as a result of the Program is marketed by any Consortium Member, 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 such Consortium Member or by others with the rights to market such Intellectual Property is paid, and the standard license agreement is executed.
- H.2. Subject to Section H.1 above, 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 products developed as a result of the Program, 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 Consortium Member(s) retaining the entire right, title, and interest in such products developed as a result of the Program, and provided that "governmental purposes" shall not include manufacture of such products 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 shall have the right to sell or otherwise dispose of in any third country any product incorporating said products or part of said products without the prior written permission of such Consortium Member(s) which has/have acquired the entire right and interest in such products in that third country. Such Consortium Member(s) shall not withhold permission where appropriate royalties are paid by the government(s) concerned.
- H.3. Subject to Section H.1 above, the Foundation reserves for the Governments of Israel and the United States the right to use said products, technical information, data, know-how and

Intellectual Property arising out of, or developed under, this Agreement for any noncommercial purpose, and without charge.

- H.4. In order that the rights of the Governments of Israel and the United States described herein shall be exercisable, the Founding Members undertake and agree, on behalf of themselves and the Consortium Members of their Team that any component, element or other part of the system of said products, whose use is necessary to the full enjoyment of said products, will be made available, at reasonable prices, by said Consortium Members either as a commercially purchasable item, or by special arrangement, and will be sold to the Government of Israel and/or the Government of the United States, also at reasonable prices.

I. TERMINATION OF THE AWARD

- I.1. Notwithstanding anything to the contrary herein the Foundation may, for its convenience, revoke the Award, in whole or in part, and/or the Agreement, upon written notice to the Founding Members
- I.2. Notwithstanding whether any notice has been delivered to the Foundation by either the Founding Members or Administrator, the Foundation shall be entitled, upon written notice to the Founding Members, 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 Founding Members 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 Founding Members or any Consortium Member may cure the default within thirty (30) calendar days after the date of their 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, the Foundation shall cease funding

the Program and all unused funds given to Consortium shall become repayable immediately, without need for demand, except for non-cancellable obligations that are committed at the time of termination and are considered expenditures. Such unused funds shall be repaid with interest at the Late Payment Interest Rate from the date of notice of the revocation.

- I.6. The Founding Members 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 Founding Members have not succeeded in developing the technologies proposed in the Program.
- I.7. Notwithstanding any other provision in this Agreement to the contrary, the Foundation, at the direction of the Energy Center, may discontinue the Program at any time if, acting in good faith, it will become dissatisfied with the performance of the Program, after notice has been given to the Founding Members of such dissatisfaction, and the matter(s) have not been cured to the satisfaction of the Foundation.
- I.8. If upon Termination of Program for any reason, the entire budgeted sum has not been expended according to the Energy Center Procedures Handbook, the Founding Members shall forthwith return to the Foundation their *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. ADMINISTRATOR'S RECORDS

- K.1. The Administrator, on behalf of the Founding Members, 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 Founding Members.
- K.2. Books and records of the work hereunder shall show Founding Members's contribution. Upon request by the Foundation, the Founding Members shall provide evidence of their compliance herewith.
- K.3. The Foundation may examine, or cause to be examined, the financial books, vouchers, records and any other documents of the Administrator 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 Administrator.

L. SUITS AGAINST THE FOUNDATION

- L.1. The Founding Members shall defend all suits, actions, claims and proceedings and the like brought against the Foundation, their 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 their 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 Founding Members will fully consult in good faith with the Foundation and their 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 Founding Members agree that persons employed by it and the Consortium Members of their Team, or otherwise retained by the Founding Members and the Consortium Members of their 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 Founding Members and the Consortium Members of their 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 Founding Members, nor shall the name of the Foundation be used for any commercial purpose or be publicized in any way by the Founding Members except within the strict limits of this Agreement.
- M.2. Neither the Founding Members, nor any Consortium Members, including the Administrator, 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 []. The exclusive forums for the resolution of any dispute arising from this Agreement shall be the State of Israel for the Israel Founding members and Washington, D.C. in the U.S., for the US Founding Members. 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. Founding Members 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 their 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. Founding Members

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 Founding Members 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: Jaron Lotan

Signature: _____

Title: Executive Director

(for the BIRD Foundation)

Printed Name: _____ Printed Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Annex A
Approved Program Budget – Full Program (3 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%
ILCA/USCA overhead allowance		-	2.5%
		=====	=====
Total ILCA/USCA 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. ILCA/USCA Overhead	
			Direct Labor	Labor Overhead	Equipment	Expendable Materials & Supplies	Travel	Sub-contracts	Consultants	Other Expenses	G&A Overhead				
1	0	0													
2	Task 2	24													
3	0	0													
4	0	0													
5	0	0													
6	0	0													
7	0	0													
8	0	0													
9	0	0													
10	0	0													
11	0	0													
12	0	0													
13	0	0													
14	0	0													
15	0	0													
16	0	0													
17	0	0													
18	0	0													
19	0	0													
20	0	0													
21	0	0													
22	0	0													
23	0	0													
24	0	0													
25	0	0													
Total for Country															
ILCA/USCA overhead allowance:			2.5%												
Total for Country Incl. ILCA/USCA Overhead:															

Annex A (continuation)
Approved Program Budget – Full Program (3 years)
Israeli Team or US Team

3. Country Budget by Function

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

5. Overhead Allowance for Management of Consortium

Each of the approved US Team Budget and the Israel Team Budget will include an overhead allowance of 2.5% of the Budgets to reflect the cost of the respective management and supervisory roles of the US Administrator and the Israel Administrator. This overhead allowance is on top of the 25% Labor Overhead Allowance and the 5% General & Administrative (G&A) Expenses Allowance that is included in the Budget of each Consortium.

**ANNEX B
PAYMENT OF AWARD**

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

2. For the next Six (6) 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:	\$	\$

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 Founding Members, to the extent required, and determine, in their 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 Founding Members up to the total sum of the Award in accordance

with Section B.1.

5. The Founding Members shall be responsible for bearing all bank and similar charges relating to payments made by the Foundation to the Founding Members.

ANNEX C
APPROVED PROGRAM PLAN
GANTT Chart of Full Program (3 years)

ANNEX D
Milestones and Deliverables (Full Program and First year)

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 Program Year (fill-out only the white cells)			
Consortium Name:			
Consortium ID:			
Country: (mark with "X")		IL	U.S.
Milestone #	Specific Milestone Definition / Description and How Will It be Measured	Semi-Annual Segment # (1-4)	Associated Program Task #
1a			
1b			
1c			
2a			
2b			
2c			
3a			
3b			
3c			
Deliverable #	Specific Deliverable Definition & Description	Semi-Annual Segment # (1-4)	Associated Program Task #
1a			
1b			
2a			
2b			
3a			
3b			