

MEMORANDUM OF UNDERSTANDING

(‘TCE MOU’)

Between

Technion – Israel Institute of Technology

represented by the Technion Research & Development Foundation Ltd,
Haifa 32000, Israel ("**Technion**");

And

Entities, industries or Academia researchers as listed below ("**Members**")

Agreed and signed by the parties on _____ (the "**Effective Date**")

Technion Computer Engineering Center

The Technion has established the Technion Computer Engineering Center (**TCE**) for setting the environment for academia and industries collaboration in the area of information and communication technologies, covering software and hardware infrastructure technologies and their applications.

The goals of the TCE are:

- i. Become a center of academic excellence in applied domains of computer engineering;
- ii. Foster, nurture and ease the interaction between academia and industry;
- iii. Encourage the establishment of entrepreneurship, such as start-ups, joint ventures and spinoff based on Technion technologies.

Implementation

1. TCE Management & related Procedures

Shall be subject to the **Founding Document**, as being published at the [TCE website tce.technion.ac.il](http://tce.technion.ac.il) (the "**TCE Website**").

2. TCE Member

Faculty members from academia and students, as well as industry researchers, industry leaders, and various types of visitors may become a TCE member, subject to : (1) Approval by the TCE management, according to TCE regulations. ; and (2) his/her/it agreement to become TCE Member; ("**TCE Member**").

Prospective Industrial TCE Member/s are requested to sign the MOU, in order to become a TCE Member. In case prospective Industrial TCE Member/s has/have not signed the TCE MOU – it may not join the TCE and the TCE MOU terms will not apply to it/them.

Prospective Academic TCE Member/s are requested to sign the MOU, in order to become a TCE Member.

In case prospective Academic TCE Member **has signed** the TCE MOU – all TCE MOU terms shall apply to him/her, including without limitation the Open IP regulations, as set below ("**Academic Member with industrial interest**").

In case prospective Academic TCE Member has not signed the TCE MOU – the Open IP regulations, as set below, shall not apply to his/her involvement in TCE Activities, unless otherwise agreed and signed by the related TCE Members. For avoidance of doubt, such Member will be subject to all TCE terms other than the Open IP ("**Academic Member**").

An updated list of TCE Members shall be presented and available on the TCE Website.

To avoid any misunderstanding, any Industrial TCE Member shall carry a badge of the TCE (to be provided by the TCE Manager), while taking part in TCE activities. Such TCE badges shall include the relevant information such as the TCE member's name, title and industrial affiliation.

3. TCE Activities and related aspects thereof

It is expected that in the scope of TCE activities, innovative and collaborative interactions shall take place, such as: research collaborations; educational and knowledge-sharing events (such as workshops, conferences, lecture series, schools and courses); as well as interactions as to the possibility of establishing and accelerating entrepreneurship and spinoffs.

TCE Activities shall **mainly** take place in those identified facilities to be allocated for the TCE's purpose ("**TCE Facility**") as well as in the Technion relevant facilities.

The TCE MOU's terms shall govern any TCE activity operated by Industrial TCE Member/s and Academic Member/s with industrial interest ("**TCE Activities**").

To remove any doubt the TCE MOU terms shall govern TCE activity carried at the TCE Facility or elsewhere.

Unless otherwise, agreed in writing, by the relevant TCE Members, any interactions in which both an **Academic Member/s** and **Industrial Member/s** are involved – **shall not be considered an activity of the TCE and SHALL NOT BE SUBJECT TO OPEN IP MODEL** (as set below).

Any TCE Member may check the list of the TCE Members (separately to Academic Member/s with industrial interest and Academic Member/s) and the related information on the TCE Website.

The TCE MOU terms shall govern any TCE Activities. The TCE MOU shall be published on the TCE Website as well as in a visible, proper place at the TCE Facility, in order to remind all participants of the terms which govern and rule the TCE Activities.

Intellectual Property

Aiming at establishing the right environment to achieve the goals of TCE, TCE has adopted an open Intellectual Property policy ("**Open IP Policy**") to govern the TCE Activities.

It is agreed that:

1. No confidentiality obligations shall be set on TCE Activities of TCE Members, including without limitation and their related results.
2. All results and related Intellectual Property rights generated in the scope of TCE Activities - shall be open to the public (the "**TCE Activities Results**"). All Members shall have an access and a free right to use such TCE Activities Results and related Intellectual Property rights, for any application thereof, including without limitation, for commercial uses.
3. The relevant inventor/s may freely publish the TCE Activities Results.
4. In case graduate students are involved, they will be entitled to publish their work, in any proper way, may it be a paper, a thesis publication, a faculty presentation, etc. A student WILL NOT be prevented from submitting his/her thesis, but for a limited period of not more than 45 days, to allow a patent registration on the relevant subject-matter.
5. TCE Members should state clearly before any interaction in the scope of TCE activities, whether they are using background intellectual property which is under certain restrictions which limits the open access, free use policy thereof.

Exception to the Open IP Policy

Notwithstanding the Open IP Policy, as set above, it is agreed that if and when TCE Member calls for exception to this Open IP Policy, may it be a research with other Intellectual Property terms, interest in establishment of start-up with a license to use Background IP, or any other case, such activity shall be excluded from the TCE Open IP Policy and the related terms for such specific collaboration shall be further negotiated with the relevant person at the Technion Research and Development Foundation Ltd. Open IP Policy for the respective TCE Activity will remain in effect until a contract is signed by all the relevant parties and a copy of the contract is made available to TCE Manager.

Effect of this MOU/Termination

This Agreement shall commence on 1/1/2013 and shall continue for a period of 3 years until 31/12/2016.

Agreed and accepted on behalf of

**[Company Name / Academia
Researcher]**

**TECHNION-ISRAEL INSTITUTE OF
TECHNOLOGY**

**Technion Research &
Development Foundation Ltd**

**(to be signed by Company's
authorized personnel or the
Academia Researcher)**

Date: _____

Date: _____

TICE