

הבינלאומי לגנאלוגיה יהודית המכון ומרכז פאול יעקבי, ירושלים



**INTERNATIONAL INSTITUTE FOR JEWISH GENEALOGY
AND PAUL JACOBI CENTER**

AT THE JEWISH NATIONAL AND UNIVERSITY LIBRARY, JERUSALEM

To: The International Institute for Jewish Genealogy and Paul Jacobi Center

From: ID/Passport No. _____

Address: _____

Re: Project No. 00 (2009) **on:** Proposal for a new genealogical Research Tool

Whereas the International Institute for Jewish Genealogy and Paul Jacobi Center (hereinafter "Institute") has informed me, in its letter of 27 September, 2009, of its decision to award me, as Principal Researcher or as Project Director (hereinafter "PR/PD"), a grant of \$10,000, over a period of 1 year, in order to carry out the above research project (hereinafter "project") which I proposed to the Academic Committee of the Institute (hereinafter the "Committee" in my proposal of 14 August, 2009 (hereinafter "proposal")):

I therefore acknowledge and agree to the following:

A. General

1. In submitting my proposal to the Committee, I thereby gave my assent to the Institute's terms for the grant as set out in the "Instructions to Applicants" on the Institute's website. I do not have and will not have any reservation or claim with regard to the Institute's "Instructions", and/or the Committee's jurisdiction over the grant, and/or its rulings with regard to the conduct of the project.
2. In accepting the grant, I recognize that my project, in all its aspects, will be carried out as an official project of the Institute and under its auspices and authority.
3. I will conduct the project in accordance with the proposal as submitted by me, as well as with the terms of the letter of 27 September, 2009 and the provisions of this agreement.

B. Undertakings of the PR/PD and of the Team Members

4. The project will be conducted by me and - where applicable - the team that I head, as detailed in my proposal, and by us alone.
5. As PR/PD, I will be directly responsible for the project and its conduct overall.
6. As PR/PD, I will make all the necessary preparations and arrangements required for the efficient conduct of the project by myself and my team. I will devote to the project the time, space and assistance, including technical and administrative assistance, that is required for it to be carried out both effectively and in accordance with strict standards of academic excellence.
7. Moreover, I - and my team - will conduct the project in accordance with the highest ethical standards and the accepted norms of academic values and practice.
8. In addition, I - and my team - will conduct the project wholly in accordance with national and international law and without any infringement, minor or grave, of any such law.
9. I – and my team – will take full responsibility for the results of the project, and for any conclusions and opinions expressed regarding the project and, likewise, for any damage of any kind that may be caused as a result of the project or anything connected with it. The Institute will not have any legal or moral responsibility of any kind, direct or indirect, for those results, conclusions and opinions or for any damage of any kind that may be caused because of the project or anything connected with it.
10. I will submit a half-yearly progress report on the project and a detailed final report when the project is completed or terminated. I will also submit any interim reports that may be requested by the Committee.
11. The results of project will be published under the Institute's auspices, or with full and proper acknowledgement (as in para. 19 below) in an alternative academic framework, subject to the Committee's approval.

C. Use of Grant Funds, Transfer thereof, etc.

12. I - and my team - will use the grant exclusively for the purpose of covering the costs in full or in part of the project, in accordance with the proposal and its budget, as submitted to and as authorized by the Committee.
13. Funds from the grant will be transferred to me, as PR/PD, in accordance with the terms of payment set out in the Committee's this letter of x.x. 2009 – namely, the first half of the grant award (\$5,000) will be transferred to me forthwith and the second half (\$5,000) at the 6-month mark, subject to the submission of the half-yearly report referred to in para. C (10) above, showing satisfactory progress being made, and absent any other problems or impediments.

14. Together with the half-yearly progress report and the final report I will provide proper receipts and vouchers for any outlays made by me – or members of my team – from grant funds in the course of executing the project.
15. If the costs of the project exceed the grant as approved, the Committee will not cover these additional costs and they will fall on me – and my team - alone.
16. Any balance of grant funds remaining unused on the completion of the project will revert to the Institute.
17. The expenses of the project as set out in any financial report submitted by me to the Committee will not be disclosed by me to any other body and will not be funded by any other body.
18. I will inform the Committee of any additional grant of any kind received from any other source for the conduct of the project. Should the terms of that grant not conform with the terms of this agreement, the terms of this agreement shall prevail.

D. Acknowledgement

19. In any publication, public report, lecture or presentation concerning the research/project, the Institute's support for the project will be fully and properly acknowledged by a statement in the following terms:

“This research/project was/is sponsored and supported by the
International Institute for Jewish Genealogy and Paul Jacobi Center”.

E. Copyright and Protection of “Propriety Information”

20. As a general rule and unless otherwise stipulated, copyright on publications generated by the project belong to me - and my team, where applicable – in accordance with pertinent national law and international agreements.
21. If, in the course of my work, the Institute or I designate any of parts of the project and/or of its results as “Propriety information”, I will obtain the Institute's approval before publishing that information.
22. The confidentiality of propriety information, so designated, will be strictly observed by me and the Institute to the full extent of the appropriate national and international law.

F. Intellectual Property Rights [▪]

23. As a general rule and unless otherwise stipulated, the intellectual property rights to a discovery or an invention of potential commercial value, made or conceived in the course of the project or other work funded by an Institute grant, belong to me - and my team, where applicable – subject to the provisions regarding the division of any royalties eventually derived therefrom, as set out in paras. 31 and 32 below.

[▪] In most cases, this section F and sections G, H, I and J are relevant only to PR/PD's and projects likely to result in a discovery or invention with potential marketable or commercial value.

G. Discoveries and Inventions

24. As RD/PD, I will communicate to the Institute full and complete information on any discovery or invention of potential marketable or commercial value, made or conceived in the course of the project or other work funded by an Institute grant, within two months of becoming aware of that discovery or invention.
25. The institute and I – and members of my team, if applicable - will not disclose to any other body any information acquired pursuant to para. 24.

H. Patents

26. I - and members of my team, where applicable – will have the first option to file in Israel or third countries for patent protection to any discovery or invention as defined in para. 23 above.
27. Within four months of the communication pursuant to para. 24 above, I will inform the Institute of any intention on my part – or on the part of any members of my team, if applicable – to exercise the first option to file for patent protection; I will also specify in which countries such protection is to be sought.
28. I – or members of my team, if applicable – will be entitled to use our option for six months after communicating our intention to exercise it.
29. Once the six month period specified in para. 28 has elapsed, the Institute will be entitled to file for patent protection to the said discovery or invention and the non-disclosure provision in para. 25 above will no longer apply.
30. Should the Institute decide to apply for such protection, I will put at its disposal whatever information is required for the purpose, without surrendering any intellectual property rights to the discovery or invention, made or conceived in the course of the project or other work funded by an Institute grant.

I. Royalties and Profits

31. If the discovery or invention is patented by me - and members of my team, where applicable – and is put on the commercial market, it is agreed that 50% of all royalties and profits from the manufacture, use or sale of the said discovery or invention shall be made over to the Institute for the advancement of its stated aims and purposes.
32. If the discovery or invention is patented by the Institute, pursuant to paras. 29 and 30 above, and is put on the commercial market, it is agreed that 40% of all royalties and profits from the manufacture, use or sale of the said discovery or invention shall be made over to me – and to members of my team, where applicable – but only after the Institute has been fully reimbursed in the amount of grant funds awarded to me and has been wholly compensated for the costs of applying for the requisite patents and their maintenance.

J. Licensing

33. Subsequent to obtaining the necessary patent(s), any licensing agreement entered into by me - and members of my team, where applicable – shall fully and properly acknowledge the Institute’s sponsorship and support for the project leading to the discovery or invention (as in para. 19 above).

K. Changes in Leadership or Team Members (where applicable)

34. Should I, as PR/PD, or one of the members of my project team decide to leave the project for any reason whatsoever, I will give the Committee at least one month’s notice of my or the team member’s intention to leave and make a recommendation for a possible replacement.
35. On receipt of notice of my intended departure, as in para. 34 above, the Committee is not obliged to agree to my recommended replacement as PR/PD or to explain its non-agreement.
36. If the Committee does not accept my recommendation, the grant will be cancelled immediately and the project will be terminated forthwith.
37. Thereafter, I will transfer to the Institute without delay all materials which have been collected and acquired in the framework of the project including, but not limited to, sources, equipment, computer software, project reports, summaries and analyses, and the like. Moreover, I will not retain for any other use copies of the project materials and results obtained up to the point of termination.
38. In such a case, I recognize that I may also be required to return the grant funds I have received, in full or in part.
39. On receipt of notice of the intended departure of a team member, as in para. 34 above, the Committee is not obliged to agree to my recommendation for a replacement or explain its non-agreement.
40. In such a case, the Committee is entitled to instruct me not to transfer grant funds, or parts thereof, to a replacement team member and/or to other team members in place of the departing team member. It is also entitled to place conditions on the continuation of the project and the receipt of the grant.

L. Infringements and Termination of the Project

41. Should it become known to the Committee that I as PR/PD - or a member of my team - has infringed and/or not observed the “Instructions to Applicants” and/or the terms of this letter and/or the Committee’s directions and/or the general terms of the Institute, the Committee will require of me in writing the rectification of the infringement within 14 days. If the requisite rectification is not made within that

period, or indeed if the situation cannot be rectified, the Committee may cancel the grant forthwith and may terminate the project unconditionally.

42. In such a case, I will compensate the Institute for all the expenses that the Institute borne on account of the project including, but not limited to, the return of all grant funds.
43. In such a case, I will not use the results of the project in any other framework, or continue the project by myself or with the assistance of a different funding body or institution.

M. Final Clauses

44. All permanent equipment and materials purchased by me - and/or members of my team – are and remain the property of the Institute. On the completion of the project and if so requested, I will transfer to the Institute such equipment and materials without delay. At the same time, I will be entitled to retain a written, photographic or electronic copy of primary sources and project reports.
45. None of my rights and obligations – and those devolving on members of my team - as set out herein may be transferred or assigned to a third party without receiving prior consent in writing from the Committee.
46. Where applicable, I will require all members of my team to express in writing their agreement to the terms of this letter, as it applies to them.
47. No employer/employee relationship will exist or be formed between the Institute and its employees on the one side, and me - and members of my team - on the other side, with regard to any aspect of the project. The transfer of grant funds does not create or constitute any form of work relationship and is not to be regarded as so doing.

Signature

Date