

AGREEMENT BETWEEN RED DE PARQUES Y CLUSTERS DE LA COMUNIDAD DE MADRID AND MATIMOP (ISRAELI INDUSTRY CENTER FOR R&D) FOR THE PROMOTION OF COOPERATION IN THE FIELD OF INNOVATION, RESEARCH AND DEVELOPMENT

On the one hand: Mr Aurelio García de Sola de Arriaga and Mrs Alicia Hinojosa Fernández de Angulo, both of legal age, with address for the purposes of this Agreement in Madrid, Calle de José Abascal, 57 and with Spanish Identity Document 01.486.056-A and 05.377.929-T, respectively, in their capacity as joint representatives of the *Red de Parques y Clusters de la Comunidad de Madrid* association, in accordance with the Power of Attorney decisions adopted by the Board of Directors on 15 October 2007 and set forth in the deed executed on 30 October 2007 before the Notary of Madrid, Mr Ignacio Ramos Covarruvias, with number 5,577 of his records.

And on the other hand: Mr Don Michel Hivert, Managing Director, y Dona Haya Miller, Deputy Managing Director, on behalf of MATIMOP - Israeli Industry Center for R&D (hereinafter referred to as "MATIMOP") a non-profit governmental organization facilitating, inter alia, international R&D and innovation projects between Israeli companies and their international counterparts on behalf of the Office of the Chief Scientist (OCS) in the Ministry of Industry, Trade and Labor of Israel,

Matimop - Israeli Industry Center for R&D (hereinafter referred to as "MATIMOP") a non-profit governmental organization facilitating, inter alia, international R&D and innovation projects between Israeli companies and their international counterparts on behalf of the Office of the Chief Scientist (OCS) in the Ministry of Industry, Trade and Labor of Israel.

WHEREAS

- I. The *Instituto Madrileño de Desarrollo* (Madrid Development Institute – hereinafter, IMADE), as a body of the Regional Department of Economy and Finance, enhances the integrated and balanced development of the Madrid Community, fostering and developing financial activities geared towards maintaining employment levels and creating new jobs, and towards consolidating business network in the Madrid Community through its Division for Relations with Local Authorities and Business Entities and New Business Consolidation Program.

Red de Parques y Clusters de la Comunidad de Madrid is an association created in May 2007 that provides horizontal services to technology clusters and parks in the Madrid Community in order to: promote the latter as an international center of excellence abroad, consolidate the image and position of strategic businesses in the Madrid Community both nationally and internationally; foster research, development and innovation in the strategic sectors of the regional economy, and, in short, to foster sustainable economic, social and technological development in the Madrid Community.

Red de Parques y Clusters de la Comunidad de Madrid (hereinafter, "RED DE PARQUES") is the Madrid Community's instrument that gathers all actions, projects, companies and institutions dedicated to innovation, which represent the operational and implementation capacity of IMADE as the tool for the Regional Government to foster and develop the business network in the Autonomous Community, promote the creation of employment and achieve higher productivity and competition rates at both national and international levels.

- II. MATIMOP, the Israeli Industry Center for R&D (hereinafter, "MATIMOP"), is a non-profit governmental organization facilitating, inter alia, international R&D and innovation projects between Israeli companies and their international counterparts on behalf of the Office of the Chief Scientist (OCS) in the Ministry of Industry, Trade and Labor of Israel.

- III. This Agreement shall refer to RED DE PARQUES and MATIMOP as the "Parties", the aim of which is to strengthen existing economic relations between Red de Parques y Clusters de la Comunidad de Madrid and MATIMOP based on the principles of equality and reciprocity, and will allow the best use of opportunities generated by technical and scientific advances.
- IV. The Parties declare their willingness to establish a sustainable and durable relationship between them, as set forth herein,, especially in the identified emergent sectors where individual strengths are highly complementary.
- This relationship is aimed to be translated into effective actions and processes of collaboration with the objectives of:
- ? ensure active collaboration among the persons that foment innovation in both regions
 - ? establish an enduring bridge between governments and companies of both Parties
 - ? endow the cooperation framework of competitive and technological intelligence tools on/for the companies
 - ? facilitate industrial R&D based business deal flow and opportunities
 - ? identify the various governmental support available in order to reinforce and ensure the major interests of the cooperation framework
- V. The Parties are particularly interested in improving the technological and industrial research and development (hereinafter, "R&D") cooperation between businesses, corporations and entities from the Madrid Autonomous Community (hereinafter referred to as "Madrid Community") and the State of Israel (hereinafter referred to as "Israel").
- VI. The Parties wish to establish a sustained effort to promote and facilitate joint industrial R&D activities, and in particular industrial R&D projects, between businesses, corporations and entities (hereinafter referred as the "Entities") from the Madrid Community and Israel, as set forth herein.

VII. The Parties state their intention of working together to enable the Madrid Community and Israel to act as a Virtual International Innovation Center for Europe and the Mediterranean regions, for i2i (innovation to innovation) and b2b (business to business) cooperation.

Now, therefore, the Parties hereto agree to make a sustained effort to promote, facilitate and support the framework of cooperation and joint industrial research and development projects between relevant Entities from the Madrid Community and Israel, and agree to enter into this COOPERATION AGREEMENT, pursuant to the national legislation and international obligations of the two Parties and in the framework of their respective competencies, in accordance with the following

TERMS AND CONDITIONS

ONE: The Parties shall use their best efforts to work out this Agreement, drawing up the cooperation strategy (an initial Draft Presentation is attached in the Annex) aimed at guarantee sustainable and durable relationship between the Parties.

The basics of cooperation strategy are:

- a) To promote the creation of a innovation database between Red de Parques y Clusters de la Comunidad de Madrid and MATIIMOP to facilitate the cooperation between business located in the regions in which the Parties conduct their business, in the area of industrial, scientific and technological R&D, with the aim of expanding and strengthening their trade relations.
- b) To promote a virtual network for cooperation (VNC) between identified interested stakeholder counterparts for every relevant institution, association, cluster, industry or individual. Additionally, both Parties commit to point up a certain person that would be the Agreement contact reference between the Parties.
- c) To promote a Madrid Community-Israel virtual incubator, a virtual environment suitable to foster joint bi-national companies, reducing risk for innovative small-medium business and spin-off failures; a virtual environment where funds, companies and institutions can establish a fruitful deal flow. Its participants' experience and

comercial relations will be used to promote and identify marketing opportunities as well as access to markets.

To identify and assist public and private funds to co-finance bi-regional shared R&D projects within the established cooperation framework.

- d) To promote the set up of a Protocol Committee aimed to head the collaboration structure, an institutional umbrella under which all programs, initiatives and activities related to the protocol will be defined, coordinated, monitored and managed.

TWO: The Parties will facilitate and promote bilateral industrial R&D cooperation activities and in particular joint industrial R&D projects, between Entities from the Madrid Community and Israel, all in the scope of the authorization of the Parties. For the purpose of this Agreement, industrial R&D means, inter alia, research and development activities to develop new products or processes to be commercialized in the global market.

THREE: The Parties will elaborate, promote and facilitate joint project proposals, within the Parties's authority, including EUREKA, EUROSTARS, CIP and the 7th European Framework Programs, as well as other applicable European funding schemes which are relevant to the interests of both Parties and the industrial communities they represent respectively.

FOUR: Cooperation areas. The Parties will focus on those fields that support the development of both the Madrid Community and Israel. Some of the main areas of interest for cooperation are mentioned in the following lines, although the cooperation will be open to any other area of interest:

- ? ICT (Biomedicine, Pharmaceuticals, Nanotechnology, Defense)
- ? Renewable Energy (Photovoltaic, Energy Storage)
- ? Life Science (Biomedicine, Environmental Biotechnology, Biomaterials)
- ? Health (Medical Infrastructure and Services, Contemporary Illnesses)
- ? Venture Capital Industry (Final Capital Providers)

FIVE: The development of the objectives of this Agreement, as specified above, may include the followign:

- (a) Facilitate the identification of specific projects, partnerships or collaborations between Entities from the Madrid Community and Israel that could lead to industrial R&D cooperation.
- (b) Search for Entities in the Madrid Community and Israel which could collaborate in industrial R&D projects and provide assistance in matching Entities from both regions.
- (c) Publicize the Parties' activities in the framework of this Agreement through seminars and/or publications.
- (d) Hold joint work meetings between the Parties to analyze and monitor the progress of the cooperation and to assess the results obtained.
- (e) Exchange information on mechanisms, tools, platforms or programs for the promotion of cooperation in industrial R&D.
- (f) Each Party may inform the other with respect to events in the Madrid Community or in Israel that may facilitate and enhance cooperation between Entities from the Madrid Community and Israel.

SIX: Both Parties commit to encourage the activities resulting from the Agreement with the necessary dedicated resources and commitment, all in the scope of the authorization of each of the Parties. This Agreement is non-exclusive and each Party reserves the right to enter into similar agreements with any other third party. Further, this Agreement does not supersede any other written agreement between the Parties hereto.

SEVEN: This Agreement shall come into force on the date of its signature. The Agreement shall be valid for a period of 5 years and shall be automatically renewed on an annual basis, unless either Party informs the other of its intention not to extend the Agreement, at least six (6) months in advance and by written notice.

EIGHT: Given the programmatic nature of this Agreement, it does not entail any obligation or financial commitment and cannot form the basis of any legal claim among its constituent Parties.

Each Party shall bear its own taxes, costs and expenses including any and all costs incurred in connection with the promotion and administration of this Agreement and the transactions

contemplated herein (including without limitation traveling expenses; organization of seminars and publications).

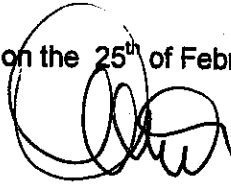
NINE: The Parties agree not to divulge the confidential content of the cooperation Agreement or initiatives to any third party, or use said confidential information for any purposes other than its evaluation and determination of the cooperation appropriateness.

Nothing in this Agreement shall serve as transfer, conveyance, sale or any other form of disposition of any Party's rights to its intellectual property.

TEN: Miscellaneous:

- (a) This Agreement may not be amended or modified except by the written consent of the Parties hereto.
- (b) Neither Party may assign this Agreement or any part thereof or any rights or obligations hereunder, without the advance written consent of the other Party.
- (c) All notices hereunder will be in writing and shall be given by and be deemed received by the receiving Party (i) if sent by a delivery service, on the date confirmed as the actual date of delivery by such service; (ii) if sent by registered air mail, return receipt requested, within seven (7) days of mailing; (iii) if sent by facsimile with electronic confirmation of transmission, on the next business day after transmission, if not transmitted on a business day, or on the day of transmission, if transmitted on a business day; or (iv) if sent by e-mail with an electronic written confirmation of receipt, on the next business day after transmission, if not transmitted on a business day, or on the day of transmission, if transmitted on a business day.
- (d) Each Party acknowledges that in entering into this Agreement, it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly provided in this Agreement and all conditions, warranties and other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- (e) If any provision of this Agreement is held by any court to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions and the remainder of the affected provision.
- (f) This Agreement is for the sole benefit of the Parties and their successors and shall not be construed as conferring any rights on any other third party.

Done on the 25th of February 2009



Aurelio García de Sola de Arriaga



Alicia Hinojosa Fernandez de Angulo

Michel Hivert



Haya Miller



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