

**MEMORANDUM OF UNDERSTANDING ON  
JOINT-WORKING RELATIONSHIP**

**between**

**The Leeds Israel Innovation Gateway - Healthtech  
Core Working Group  
and**

**The UK Israel Tech Hub, Israel**

**MEMORANDUM OF UNDERSTANDING ON JOINT-WORKING RELATIONSHIP**

This **Memorandum of Understanding** (“MOU”) is made on the 9<sup>th</sup> May 2022

Between

**The Leeds Israel Innovation Gateway - Healthtech Core Working Group comprising of the following organizations:**

**The Leeds Local Enterprise Partnership (LEP)**, Wellington House, 40-50 Wellington St, Leeds LS1 2DE

**University of Leeds**; Woodhouse, Leeds LS2 9JT

**NEXUS**, Discovery Way, Leeds LS2 3AA

**Leeds Teaching Hospital NHS Trust (LTHT)**; Research and Innovation Center, St James University Hospital, Beckett St, Leeds LS9 7TF

**The Leeds City Council**; Civic Hall, Calverley Street, Leeds, West Yorkshire, LS1 1UR

**The Yorkshire and Humber Academic Health Science Network (YHAHSN)**; Unit 1 Calder Cl, Durkar, Wakefield WF4 3BA

**Throughout this document all organizations listed above will be referred to as the single entity of The Leeds Israel Innovation Gateway - Healthtech Core Working Group for the purposes of this MOU** (though nothing in this MoU shall be construed as creating a partnership between such organisations).

**And**

**The UK Israel Tech Hub**, a not-for-profit venture operating out of the British Embassy Israel who’s headquarters is HaYarkon St 192, Tel Aviv-Yafo, 6340502, Israel.

**The Leeds Israel Innovation Gateway - Healthtech Core Working Group and UK Israel Tech Hub** shall hereinafter be jointly referred to as "the Parties" and singularly as a "Party".

**WHEREAS:**

- A. **The Leeds Israel Innovation Gateway - Healthtech Core Working Group** is a non-contractual partnership/ association established specifically for the delivery of terms defined in this agreement. It is agreed that the core working group will represent the interests of the Leeds City Region outlined in this agreement.
- B. The UK Israel Tech hub is a team based within British Embassy Israel and supported by the Foreign & Commonwealth Office and the Department for Digital, Culture, Media and Sport.
- C. The Parties are interested to enter into a joint-working arrangement to (i) support Israeli Healthcare companies in developing and evaluating technology that meets unmet health and care needs in the UK focussing on the healthtech landscape within the Leeds City Region, (ii) support Israeli Healthcare companies where desired to establish a UK presence within the Leeds City Region, and (iii) to support

companies within the Leeds City Region with evaluating technologies within the Israeli Healthcare system, and (where desired) establishing a presence in Israel (the “Purpose”).

**IT IS THEREFORE AGREED as follows:-**

1. In furtherance of the Purpose, and subject to availability of funds and resources, the Parties hereby agree to collaborate within the framework of rules and regulations applicable to each of the Parties, and undertake the following responsibilities:

1.1 The Leeds Israel Innovation Gateway - Healthtech Core Working Group's role shall be as follows, including but not limited to:

- 1.1.1 Provide support to Israeli companies identified by the UK Israel Tech Hub and triaged by the Leeds Israel Gateway Core Working Group to help access the UK health and medical research and innovation environment in the Leeds City Region;
- 1.1.2 Facilitate access to funding schemes such as grants and local funding initiatives and support Israeli companies to set-up office in the UK through working with other UK organisations such as Local Enterprise Partners and incubator/accelerator facilities such as NEXUS;
- 1.1.3 Provide the identified companies with introductions to the partners, healthcare infrastructures and organisations across the Leeds City Region, also including health research professionals and health economic teams for the development of and validation of an NHS health system business case in the Leeds City Region and the North of the UK where there is a desire to do so. Introductions made by the Leeds Israel Gateway Core Working Group may result in access, including but not limited to, unique facilities, real world testing, expertise, data, samples, patient recruitment, regulatory and commercialisation guidance. This access will be made at the discretion of partners, healthcare infrastructure and organisations across the Leeds City Region who maintain independent decision making processes from the Leeds Israel Gateway Core Working Group and whose decision is final.
- 1.1.4 Develop opportunities for new bi-lateral funding programmes between the parties;
- 1.1.5 Support the co-promotion of this MoU through co-ordinated and co-authorized communications, press and media engagement, including social media activity.

The UK Israel Tech Hub's role shall be as follows, including but not limited to:

- 1.1.6 Identify Israeli healthcare and medical technology companies which are interested to do business in the UK, specifically and primarily within the Leeds City Region and the North of England;
- 1.1.7 Support and help in accessing and identify existing funding opportunities for Israeli companies to secure partnerships with the UK Health research environment in the Leeds City Region;
- 1.1.8 Identify and support opportunities for developing partnerships and collaborations in best practice sharing between Israeli healthcare and the NHS via the Leeds City Region.
- 1.1.9 Develop opportunities for new bi-lateral funding programmes between the parties.
- 1.1.10 Support the co-promotion of this MoU through co-ordinated and co-authorized communications, press and media engagement, including social media activity.

2. The working group agrees to designate a representative whose responsibility will be to supervise the execution of this MOU.
  - 2.1 In the case of the Leeds Israel Gateway Core Working Group, this will be Dr Christopher S McKee or a designated chair of the Leeds working group in their absence.
  - 2.2 In the case of the UK Israel Tech Hub, this will be Ronit Applebaum, Healthcare Innovation Sector Lead at the UK-Israel Tech Hub or a designated colleague in their absence .
3. The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party shall be responsible for its own costs and expenses incurred in connection with this MOU, including without limitation its own costs and expenses in travel and accommodation.
4. The Parties agree that any intellectual property ownership/rights arising from or in connection with any project, programme or activity under this MOU, through and by the joint and collaborative efforts of the Parties shall be decided by mutual agreement and subject to any other terms and conditions as may be agreed upon in writing.
5. For the term of this MoU, the Parties agree and undertake to keep confidential at all times any commercially sensitive information or data that may be exchanged, acquired or shared in connection with any project, programme or activity conducted pursuant to this MOU but excludes information which (a) is or becomes public knowledge other than through a breach of this MOU (b) the recipient can show to the discloser's reasonable satisfaction to have been in the recipient's lawful possession prior to disclosure (c) the recipient can show to the discloser's reasonable satisfaction to have been lawfully received from a third party not obliged to keep that information confidential or (d) the recipient is required by law to disclose.
6. No ownership rights or any other rights of whatsoever nature in Confidential Information disclosed by the Disclosing Party shall be deemed to be granted to the Receiving Party or its employees, personnel, agents or independent contractors, unless expressly agreed between the parties in writing by separate agreement.
7. This MOU shall take effect on and from the date of execution of this MOU and shall continue to be effective for a period of 1 year from signing. The term of this MOU may be extended for such a further period as may be agreed by the Parties in writing.
8. Notwithstanding clause 7 above, this MOU may be terminated by either Party giving written notice to the other at least (2) months prior to the proposed date of termination. Individual signatories may leave the working group without terminating the MOU and MOU termination must be agreed by all active members of each party prior to written notice.
9. Every notice, request or any other communication required or permitted or permitted to be given pursuant to this MOU shall be in writing, in English and be sent by email (which shall be acknowledged by the other Party, or in the absence of a bounce-back email be considered received) to the Parties at the email address as stated below:

(a) If to The Leeds Israel Gateway Core Working Group:

i) in relation to any matter not the subject of an alleged breach of clause 5 or 6:

Attention: Dr Christopher S McKee

Research and Innovation Centre, St James University Hospital, Beckett St, Leeds LS9 7TF

+447775037414

[chris.mckee@nhs.net](mailto:chris.mckee@nhs.net)

ii) in relation to any matter relating to an alleged breach of clause 5 or 6, notice shall be provided to the relevant signatories Chief Executive at its registered office.

If to The UK Israel Tech Hub:

Attention: Ronit Applebaum

HaYarkon St 192, Tel Aviv-Yafo, 6340502, Israel.

+972-50-5429-926

[ronit@ukisraelhub.com](mailto:ronit@ukisraelhub.com)

10. This MOU may be modified, varied or amended at any time after due consultation and with the written agreement of both Parties (which shall, to avoid doubt, include the written agreement of all signatories).
11. The Parties hereby agree that they are not bound exclusively by this MOU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.
12. The status of the Parties (including each individual signatory) under this MOU shall be that of independent contractors. Neither Party shall have the right to enter into any agreements on behalf of the other Party (or any individual signatory), nor shall it represent to any person that it has any such right or authority.
13. This MOU is not legally binding, with the exception of clauses 5 and 6 relating to confidentiality. It merely expresses the intentions and understanding of the Parties, which will form the basis of any legally binding agreement to be drafted and executed in the future. For the avoidance of doubt, this MOU does not create any legal obligation to enter into any form of collaboration between the Parties.
14. This MoU shall be governed by and construed in all respects in the accordance with the laws of England and Wales. The English Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this MoU.
15. This MOU may be executed in one or more counterparts, and each such counterpart, taken together, shall constitute one and the same instrument.

IN WITNESS THEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

For and on behalf of  
**The Leeds Israel Gateway Core Working Group**

For and on behalf of  
**The UK Embassy of Israel**

\_\_\_\_\_  
**Leeds Teaching Hospital NHS Trust**

\_\_\_\_\_  
**The UK Israel Tech Hub**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**NEXUS**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Leeds Local Enterprise Partnerships**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Leeds City Council - Martin Farrington, Director of City Development**



Date: \_\_\_6 May 2022\_\_\_\_\_

\_\_\_\_\_  
**The Yorkshire and Humber Academic Health Science Network (YHAHSN)**

Date: \_\_\_\_\_

\_\_\_\_\_  
**The University of Leeds**

Date: \_\_\_\_\_