

AGREEMENT

THIS AGREEMENT made as of November 19, 2014

BETWEEN

Legal Aid Ontario

(hereinafter referred to as "LAO")

AND

Compugen Inc.

(hereinafter referred to as the "Consultant")

RFP#: <u>LAO RFP 2014-013</u> RFP Title: Microsoft System Center Configuration Manager 2012 R2 Design and Implementation
--

LAO and the Consultant agree as follows:

1.0 Description of Services

1.1 The Consultant shall perform the services described in Schedule "A" (the "Services").

2.0 Consultant's Representations and Warranties

2.1 The Consultant represents and warrants that:

(a) the Consultant is not a non-resident of Canada within the meaning of the Income Tax Act (Canada);

(b) the Consultant is a corporation incorporated under the laws of Canada;

(c) the Consultant is duly registered and qualified to do business wherever necessary to carry out the terms of this Agreement;

(d) the Consultant is not a party to and agrees not to enter into any agreement, business or other relationship or to incur any obligations which may conflict with this Agreement;

(e) the Consultant is able and willing to perform the Services in a timely fashion.

2.2 The Consultant represents and warrants that the Services shall be performed faithfully and diligently in a good and workerlike manner

and to a high standard of professional competence and the Services shall be suitable for the purposes specified in Schedule "A".

- 2.3 Acceptance or approval of any Services by LAO officials, whether express or implied, shall not alter the Consultant's responsibilities under this Agreement.
- 2.4 The Consultant represents and warrants that its Services shall not infringe upon or violate any patent, copyright, trade secret or any other right of any third party, and shall not be libelous or otherwise unlawful.
- 2.5 The Consultant represents and warrants that it shall comply with all federal, provincial and municipal laws, regulations and orders in existence on the date of execution of this Agreement or coming into existence during the term of this Agreement, including but not limited to the Discriminatory Business Practices Act, the Human Rights Code, and the Freedom of Information and Protection of Privacy Act. The Consultant shall be responsible for obtaining any permits as required for the performance of its responsibilities under this Agreement.
- 2.6 The Consultant represents and warrants that it can and does hereby waive all moral rights that it, its employees or subcontractors may have in connection with or respecting the Services or the Materials as defined in paragraph 11.1.
- 2.7 The Consultant represents and warrants that all materials, documents, data and working papers relating to the services shall be the property of LAO and shall be surrendered to LAO upon completion and written acceptance of the services or termination of the Agreement for any reason whatsoever, unless otherwise stipulated in the Schedule(s) attached hereto. No documents, working papers or manuals may be removed from the work area without the permission of the designated LAO official, nor is any information about any systems or data in them to be disclosed without similar written authorization.
- 3.0 Cost**
- 3.1 LAO shall pay to the Consultant the fees and any amounts allocated for disbursements, all as set out in Schedule "B", provided that the total liability of LAO under this Agreement shall not, in any event, exceed the total amount set out in Schedule "B".

4.0 Billing

- 4.1 The Consultant shall invoice LAO bi-monthly.
- 4.2 Every invoice shall be in the form attached hereto as Schedule "C" or shall contain the information set out in Schedule "C".
- 4.3 Failure to provide the information required by the invoice may result in delays in payment.
- 4.4 LAO shall pay the amount due only after receipt of an invoice satisfactory to LAO Representative, as defined in paragraph 14.1, and acceptance by LAO of the Services for which the invoice is given.
- 4.5 On amounts for which no cheque has been issued within thirty (30) days after receipt of a satisfactory invoice and acceptance of the Services, LAO shall pay interest, on request, at the current rate of interest payable by the Province of Ontario from time to time.

5.0 Time

- 5.1 The Services shall commence on the **20 day of November, 2014** and shall be completed not later than the **9 day of January, 2015**.
- 5.2 Time shall be of the essence. No extension or variation of this Agreement shall operate as a waiver of this provision.
- 5.3 The Consultant shall adhere to the critical path, if any, as set out in Schedule "A".

6.0 Reports

- 6.1 The Consultant shall submit progress reports to LAO Representative as requested.
- 6.2 The Consultant shall, upon the request of the LAO, submit a final report to LAO Representative upon completion of the Services. When LAO has requested a final report, the Consultant shall, prior to submitting a final report, provide LAO with a draft of the final report for review and comment by LAO.

7.0 Personnel

- 7.1 The Services shall be performed by [REDACTED] (Senior Consultant) and [REDACTED] (Project Manager).

7.2 The Consultant will not knowingly solicit the employment of LAO's employees in any capacity whatsoever during the term of this Agreement and for a period of one year after the termination of this agreement.

8.0 Assignment

8.1 The Consultant shall not assign, transfer or pledge this Agreement or retain sub contractors for the performance of the Services hereunder without the prior written consent of LAO Representative. No assignment or sub contract shall relieve the Consultant from its obligations under this Agreement or impose any liability upon LAO to any assignee or sub contractor.

9.0 Limitation of Liability, Indemnification and Insurance

9.1 LAO shall not be liable for any injury, death or property damage to the Consultant, its employees or agents or for any claim by any third party against the Consultant, its employees or agents, unless it was caused by the negligence or willful act of an employee or agent of LAO while acting within the scope of his or her employment or agency respectively.

9.2 LAO shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Consultant arising out of or in any way related to this Agreement or the Services.

9.3 The Consultant does hereby indemnify LAO, its employees and agents, against all costs, losses, expenses or liabilities incurred as a result of a claim or proceeding related to this Agreement or the Services, unless it was caused by the negligence or willful act of an employee of LAO while acting within the scope of his or her employment.

10.0 Termination

10.1 LAO may terminate this Agreement at any time, without fault and without liability, upon two (2) weeks' notice of termination to the Consultant.

10.2 LAO shall not by termination waive any rights or remedies it may have at the date of termination. Termination shall not relieve the Consultant from its warranties and other responsibilities relating to Services performed and money paid up to and including the date of termination.

10.3 Upon termination, the Consultant shall:

(a) disclose to LAO the current state of the Services which are being performed by the Consultant at the date of termination and provide a report of, and all the material reflecting, such current state of the Services to LAO; and,

(b) deliver to LAO everything produced by the Consultant in attempting to carry out this Agreement, and shall return everything supplied to it by LAO. Upon receipt of this material, LAO shall pay the Consultant for all services satisfactorily performed up to and including the date of termination.

11.0 Intellectual Property

11.1 All documents, raw data, research, processes, technology, programs, designs and inventions (collectively referred to as the "Materials") conceived of, completed or produced in the course or performance of this Agreement for LAO shall belong to LAO. The Consultant hereby assigns to LAO the Consultant's entire right, title and interest in and to all the Materials and all intellectual property rights therein including, without limitation, any patent, copyright, trademark, trade secret, industrial design, know how or other intellectual property right. The Consultant hereby waives all moral rights in connection with or respecting the Materials or the Services. The Consultant acknowledges that the Materials shall be and shall remain the sole property of LAO.

11.2 The Consultant shall assist LAO in preparing and prosecuting any Canadian or foreign patent or trademark application, copyright registration or any other intellectual property claim or interest that LAO considers appropriate, and shall obtain or execute any other documents reasonably required by LAO to protect the intellectual property of LAO.

12.0 Confidentiality

12.1 The Consultant shall not disclose or publish at any time, any of the information provided to it by LAO or any of the information obtained, conceived of, originated, discovered or developed in the course of the performance of the Consultant's duties and obligations under this Agreement without the prior written consent of LAO Representative. The Consultant and its employees engaged in the performance of the services shall execute a confidentiality agreement in the form attached as Schedule "D" hereto. The Consultant acknowledges that LAO will suffer substantial and irreparable harm if this clause is breached. Any breach of this provision shall entitle LAO to

immediately terminate the agreement and pursue the Consultant for damages.

13.0 Notices

13.1 Notices under this Agreement shall be in writing and sent by personal delivery, facsimile transmission ("FAX") or by ordinary prepaid mail.

13.2 Notices by mail shall be deemed to have been received on the fourth business day after the date of mailing.

13.3 Notices by personal delivery or by FAX shall be deemed to have been received at the time of delivery or transmission.

13.4 In the event of an interruption in postal service, notice shall be given by personal delivery or by FAX.

13.5 Notices to the parties shall be sent to the following addresses:

LAO: Tracy Chen
Legal Aid Ontario
40 Dundas Street West., Suite 200
Toronto, Ontario
M5G 2H1
FAX [REDACTED]
Email: [REDACTED]

Consultant: [REDACTED]
Compugen Inc.
100 Via Renzo Drive
Richmond Hill, Ontario
L4S 0B8
Email: [REDACTED]

The parties may designate in writing to each other a change of address at any time.

14.0 Representatives

14.1 The LAO Representative is Tracy Chen. The Consultant's Representative is [REDACTED]. Each party may designate a different representative by written notice to the other party.

15.0 Representations and Warranties

15.1 All representations, warranties, covenants and limitations of liability in this Agreement shall continue in full force and effect after the termination or expiry of this Agreement.

16.0 Publicity

16.1 LAO may, in its sole discretion, publicly disclose the provisions of this Agreement.

16.2 Any publicity or publications relating to this Agreement or the Services shall be arranged by LAO. LAO may, at its sole discretion, acknowledge the Services of the Consultant in any such publicity or publication. The Consultant shall not make use of its association with LAO without the prior written consent of LAO.

17.0 Conflict of Interest - Gifts

To avoid any conflict of interest and/or the perception of a conflict of interest, the Consultant, and, as applicable, the Consultant's officers, directors, employees, agents and assigns, shall not, under any circumstances, within one (1) year immediately prior to the commencement of, during, or within one (1) year immediately following the end of the Term of this Agreement or any renewal or extension thereof, or within one (1) year immediately following any other termination of this Agreement, provide, directly or indirectly, to or for the benefit of any of LAO's officers, directors, employees or agents, a gift or gifts of any kind. A gift in this Article includes a gratuitous benefit of any kind.

18.0 Independent Contractor

18.1 This Agreement is a contract for a particular and non exclusive service. The Consultant shall have no power or authority to bind LAO or to assume or create any obligation or responsibility, expressed or implied, on LAO's behalf, or in its name, nor shall it hold itself out to anyone as an agent, employee or partner of LAO.

18.2 As between LAO and the Consultant, the Consultant is solely responsible for all legally required employer and employee contributions and deductions for itself and its staff, including Workers Compensation, Canada Pension Plan, Unemployment Insurance and Federal and Provincial Income Taxes.

19.0 Harmonized Sales Tax Certificate

19.1 LAO certifies that the Services are solely for use in the conduct of the business of LAO and therefore subject to the Harmonized Sales Tax.

20.0 Retention of Records and Inspection

20.1 The Consultant shall retain and maintain all results of the Services and all related materials and records associated with this Agreement for a period of seven (7) years following the termination or expiry of this Agreement.

20.2 LAO may, upon twenty four (24) hours notice and during normal business hours, review all results of the Services and all related materials and records of the Consultant, during the term of this Agreement and within seven (7) years of its termination or expiry.

21.0 Waiver

21.1 A waiver of any failure to comply with any term of this Agreement must be in writing and signed by the aggrieved party. Each waiver must refer to specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

22.0 Bankruptcy

22.1 If the Consultant shall be declared insolvent or bankrupt, or if any assignment of the Consultant's property shall be made for the benefit of creditors or otherwise, or if a trustee in bankruptcy or similar officer or a receiver be appointed for the Consultant, then LAO may at its option upon written notice terminate this Agreement and shall thereupon be relieved from all liability hereunder.

23.0 Use of Consultant's Work

23.1 Notwithstanding any other provision of this Agreement, LAO shall not be bound to act upon or otherwise use the Services or Materials.

24.0 Amendments, Alterations and Additions

24.1 This Agreement may be amended, altered or added to only by written agreement between the parties which agreement is supplemental to this Agreement and thereafter forms part of this Agreement.

25.0 Governing Law

25.1 This Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada

applicable therein. The parties agree that the Courts of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. The parties do hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

26.0 Headings

26.1 The parties agree that the headings in this Agreement form no part of the Agreement and have been inserted for convenience of reference only.


27.0 Entire Agreement

27.1 This Agreement, including the Schedules, constitutes the entire Agreement between the parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

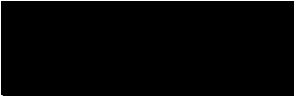
DATED AT TORONTO this 3RD day of *December* 2014.

Legal Aid Ontario

Per: 
Name: _____
Title: *Karl Martineau*
C.I.O
I have authority to bind the corporation

DATED AT TORONTO this 19TH day of *NOVEMBER*, 2014.

Compugen Inc.

Per: 
Name: _____
Title: *CONTROLLER*
I have authority to bind the corporation

SCHEDULE "A" (Description of services to be performed)

Project Phase Methodology

To ensure a successful project execution, the Project will be broken down into distinct phases by the Consultant. This phased approach is based on Compugen's proven consulting and project management methodologies and ensures that all project objectives are incorporated. The phases are as follows:

In Scope:

• Planning and Design

- **Assessment/Discovery:** At the start of the engagement, an assessment of the current environment will be performed to ensure a thorough understanding of the requirements
- **Pre-Workshop Checklist:** at least one week prior to the scheduled workshop(s), the Compugen Subject Matter Expert(s) will send Legal Aid Ontario's stakeholders a list of all items to have available for the Design Workshop(s) to ensure the most efficient use of time
- **Design Workshop(s):** During this phase, coordinated meetings will take place between Legal Aid Ontario's stakeholders and the Compugen Subject Matter Expert(s) to determine the desired end state and requirements
- **Document Design Decisions:** During this phase, documentation of all decisions regarding solution design will occur including:
 - hardware and network resources required
 - licensing requirements
 - structure and layout
 - role placement
 - recommendations for disaster recovery

• Configure SCCM Lab Environment

- In this test lab, System Center 2012 Configuration Manager will be deployed with:
 - Servers running System Center 2012 Configuration Manager. These servers will use the Windows 2012 Server Enterprise operating system.
 - Server cluster running SQL Server 2012 Enterprise.
 - Several clients running on operating systems representative of the Legal Aid Ontario environment.
- The following are required components of the test lab:
 - The product disc or files for Windows Server 2012 Enterprise Edition
 - The product disc or files for Microsoft System Center 2012 Configuration Manager

- The product disc or files for Microsoft SQL Server 2012 Enterprise 64-bit
- The files for .NET Framework Full Installation
- WDS, WSUS, and PKI infrastructure
- Access to AD, DNS and network resources
- Internet access

• **Implementation and Transition to Production**

- Implementation of the SCCM 2012 solution in the LAO production environment
 - Configure SQL and SCCM primary site servers
- the following SCCM 2012 components will be implemented:
 - Hardware, Software Inventory (Asset Intelligence)
 - Software Updates & Distribution
 - Licensing metering
 - Operating System Deployment (limited to conversion of LAO's existing images for desktops & servers)
 - Remote Control
 - Internet Based Client Management
 - Application Catalog
 - Desired Configuration Management
- SCCM End Point Client Deployment limited to the following:
 - 50 desktop/workstations/laptops
 - 15 servers (including three [3] in the DMZ)

• **Overall**

- Functional testing of systems upon implementation
- Technical documentation specific to Legal Aid Ontario's environment covering design, configuration & ongoing administration
- Knowledge transfer to Legal Aid Ontario IT staff
- Recommendations for any training needed by Legal Aid Ontario IT staff to increase comfort with the new systems

Out of Scope:

- All items identified below as Legal Aid Ontario Responsibilities
- Modification, addition or upgrade to existing WAN links if required
- Modification to existing DMZ configuration
- Any required peripheral, network or firewall changes
- Remediation of any existing issues identified in the Legal Aid Ontario environment
- Changes to the project plan and schedules due to changes in business requirements after sign off
- Technical support of escalated issues not related to the project during the course of the project
- Operational documentation updates or creation

Legal Aid Ontario Responsibilities

LAO will perform the following responsibilities, at its sole discretion. These responsibilities will be considered outside the scope of Services to be performed by the Consultant.

- Provide hardware and/or virtual machines with base server OS installed and configured
- Provide documentation for existing environments
- Provide hardware resources required for new servers and base deployment of the Operating System as specified by the Solution Designs
- Identification of representative pilot group for testing of solution
- Upgrades to the configuration or licensing of the existing backup system if required
- Modifications to existing backup rotation to protect new servers
- Privacy Impact Assessment (PIA) and Threat Risk Assessment (TRA) to be reviewed at each phase
- Purchase of all hardware and software

Project Phases

As mentioned above, in order to ensure a successful project execution, the Project will be broken down into distinct phases by the Consultant. This phased approach is based on Compugen's proven consulting and project management methodologies and will ensure that all project objectives are incorporated. The phases are as follows:

Phase 1 – Envisioning

Assessment and envisioning are a vital and necessary step towards ensuring project success. This phase ensures that all of the impacted stakeholders understand the project's goals and objectives, promoting consensus amongst Legal Aid Ontario and Compugen stakeholders around project expectations, deliverables and critical success factors, required budgets, roles and responsibilities, phase completion and overall scope of services.

The major activities for this phase will include:

- Establishing the Team – Consultant will define team roles and responsibilities (along with individual responsibilities and deliverables), establish working relationships, and identify and communicate with external stakeholders.
- Setting the Scope and Desired End State – Consultant will establish and communicate project goals, objectives, and deliverables, and set a definitive feature-set that will be included with the initial deployment.
- Creating the Project Plan – The Project Manager will take the initial estimates, establishes dependencies, and roll the collected tasks up into the master project plan.
- Performing a Risk Assessment – Every project has its own set of risks. The purpose of preparing this written assessment is to ensure that these risks (along with mitigating factors) are identified and communicated throughout the project team early in the process. This Risk Assessment then becomes a living

document that is maintained and updated throughout the duration of the project.

Phase 2 – Planning and Design

The purpose of this step is to ensure that all members of the project team fully understand the existing environment and that detailed up-to-date documentation is in place to facilitate the design of the new environment.

Compugen will use a delivery approach of including consulting whiteboard sessions and interviews to validate the planned architecture and refine the existing environment. The design sessions will provide a collaborative and rapid planning environment by involving key business and architecture decision makers in intensive and focused planning and design discussions.

The end deliverable of this project phase will be a preliminary documented design and implementation plan. This document will be presented in a draft state early on in the project and will not be finalized and delivered until the end of the project.

Phase 3 – Lab Environment

This phase will move the project from the theoretical to the practical and will result in the actual deployment of the first components of the new production environment. During this phase, the project team will take the information produced in the design documentation and build a representative model within a laboratory environment. The team will also work alongside the LAO's technical experts to ensure other required changes to supporting services (perimeter security, storage, external device access, etc.) are completed. This model focuses on the feasibility of moving from the old environment to the new by testing the infrastructure design, the deployment strategy, and the feasibility of the migration and co-existence plan.

Phase 4 – Implementation

During this phase, the project team will take the information produced in the Planning and Design phase and validated in the Lab Environment, and build the target environment. This model will be used to test the infrastructure design, the deployment strategy, and the feasibility of the implementation plan within the production environment.

The required software licenses and hardware to create the production build will be purchased and will be in place for this project phase.

Once the solution and the developed implementation plan are thoroughly tested, the Compugen project team will complete a pilot in conjunction with the development implementation outlined in the previous project phase. The pilot will validate the developed processes and procedures of the implementation. The target pilot group as provided by Legal Aid Ontario will include clients representing a cross-section of Legal Aid Ontario user community.

One of the key deliverables of this phase will be facilitating the transfer of the design, deployment, and operational knowledge to those individuals that will be responsible for managing the production infrastructure. It is expected that these individuals will work with the project team to build the new infrastructure.

The stabilization milestone is intended to provide some “breathing room” for the project team to allow the team to assess the functionality and stability of the initial production infrastructure. This milestone will be used to verify that critical required functionality is performing up to expectations.

This milestone will only be considered complete when the project team, project sponsor, and related stakeholders are convinced that the system is stable enough to move forward into a full production deployment.

Phase 5 – Transition to Production

The Migration phase expands the Pilot environment to include all the functionality required to enable full reliance on the new infrastructure. This phase will be used to verify that all critical required functionality is performing up to expectations.

This project phase includes the Compugen project team working with Legal Aid Ontario staff to complete the final preparations for the production cutover and to assist with troubleshooting and post-cutover problem resolution.

Phase 6 – Project Review and Closedown

In the final stage of the project, success will be assessed and verified by Legal Aid Ontario. The project will not be deemed completed until Legal Aid Ontario has signed off on all delivered products and services.

In addition, a comprehensive Post-Implementation Review and feedback survey will be conducted with the entire Project Team to identify areas where expectations were exceeded and where opportunities for improvement were noted. Compugen will welcome all feedback and incorporate lessons learned into future projects.

Project Management

Compugen has developed a proven Project Management Methodology that ensures a successful project implementation through use of matured processes, methods and best practices. Compugen's Project Management methodology is structured as follows:

- Project Initiation
- Project Monitoring and Controlling
- Project Change Management
- Project Risk Management
- Project Closure

Project Initiation

The major activities for this phase include:

- Establishing the Team
- Setting the Scope and Desired End State
- Creating the Project Plan
- Performing a Risk Assessment

Monitoring and Controlling

Critical to the successful implementation of the project are Compugen's Monitoring and Controlling processes which are in place to observe and govern project execution. Key elements that are monitored and controlled include:

- Project Schedule
- Project Scope
- Project Budget
- Issues Management
- Change Management

At all times, the detailed Project Plan will be the governing document to show the project is proceeding as expected and is supported by the Communication Plan, which will provide transparency and visibility for LAO stakeholders.

LAO and Compugen will agree, as part of the Communication Plan, to agree to regular scheduled project status updates to report progress, recognize early warnings and maintain general communication. In accordance with the RFP stated requirements, status reports will be issued at least two days prior to project calls and meetings with a summary of results and findings published no later than two (2) days later.

Throughout the project scope, elements and deliverables will be signed off against the master project plan and charter. The envisioning phase will include a business alignment discussion to ensure overarching business objectives are documented and taken into account throughout the entire course of the project.

Project Quality and Performance Management

Project quality will be maintained through continuous monitoring of project activities and deliverables by the Project Manager ("PM"). Throughout the project, LAO will be kept informed of activities through regular status reports and regular communication. Reports will be delivered by the PM at regular weekly scheduled status update meetings that will include Compugen project team members and LAO representatives and stakeholders. The parties will be kept aware of project progress, thus allowing any issues to be identified early and resolved quickly.

Key performance and quality management metrics will include:

- project schedule health

- project budget health
- project critical path, milestone and deliverable health
- resource effort to scope performance reporting

Project issues and risks will include:

- security alignment
- end-user experience and performance
- availability and operational sustainment of the solution
- operational sustainment and process transition management

Project Closure

The Closure Phase reviews the project's life cycle and affirms that the project has been implemented according to the agreed-to scope of work and that its implementation has adhered to the stated principles of time, cost and quality.

Performance Measurement and Management Framework

At the onset of the engagement, as part of the project management governance structure, a set of mutually agreed outcomes and Key Performance Indicators (KPI) will be built for performance measurement and management of the engagement.

Customer Satisfaction Management

The Compugen consultant(s) assigned to this engagement will:

- Bring forward relevant prescriptive architecture guides, implementation recommendations and other related best practices as appropriate for Legal Aid Ontario
- Offer relevant experience from previous projects
- Contribute both product knowledge and performance expectations to the Legal Aid Ontario project team
- Provide implementation plans and procedures to the project team

In addition to the functional technical aspects of this project, the following deliverables are also included:

- Project Schedule in Microsoft Project format
- SCCM Architecture and Design documentation
- Test Plan documentation
- Design and implementation of new SCCM environment
- System Configuration documentation
- Project Closedown and Acceptance document
- Project review meeting and next steps discussion with Legal Aid Ontario stakeholders

SCHEDULE "B" (Pricing and schedule of payments)

Part A and Part B Role of Resource Assigned	Per Diem	Days Allocated	Line Total	Total Cost for Deliverable
Plan and Design		4		
Lab Environment		3		
Core Infrastructure Setup		3		
Software Updates/Metering		3		
OSD		4		
PKI		5		
IBCM		5		
DCM		3		
App Catalogue		1		
50 Client Rollout		3		
Troubleshooting		4		
Project Management		6		
TOTAL			\$ 39,600.00	
Applicable Taxes				
Total Part A and Part B Cost			\$ 44,748.00	

SCHEDULE "C" (Invoice information)

BILLING INFORMATION REQUIRED

Every Invoice shall contain detailed billing information and must include the following:

Services/Product delivered
Detailed Description of Services/product delivered
Service/Product delivered date
Cost per item
Total Cost

SCHEDULE "D"

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement (the "agreement") is entered into and is effective as of by and between Legal Aid Ontario ("LAO") and Compugen Inc. (the "Recipient").

1. In the performance of duties and responsibilities for LAO, the Recipient will become aware of confidential and proprietary information ("Information") related to LAO and its clients and stakeholders. This Information includes, but is not limited to, client, statistical, financial, technical, business, operational information and information related to LAO processes and/or computer systems.
2. Recipient will not disclose, publish, or disseminate Information to anyone other than those of its employees with a need to know, and Recipient agrees to take reasonable precautions to prevent any unauthorised use, disclosure, publication, or dissemination of Information. This paragraph is restricted by paragraph 4 in respect of personal information.
3. Recipient agrees to use Information for the sole purpose of performing its duties and responsibilities for LAO. Recipient agrees not to use Information otherwise for its own or any third party's benefit without prior written approval of an authorised representative of LAO in each instance.
4. The Recipient agrees that access to personal information which is in a form which identifies directly or indirectly the individual to whom the personal information relates will be given to the following named individuals only:
 - [REDACTED] (Senior Consultant)
 - [REDACTED] (Project Manager).
5. All Information, and any Derivatives thereof whether created by LAO or Recipient, remains the property of LAO and no license or other rights to Information is granted or implied hereby. For purposes of the agreement, "Derivatives" shall mean:
 - (a) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted;
 - (b) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright and/or trade secret; and,
 - (c) for patentable or patented material, any improvement thereon.
6. Within ten days of receipt of LAO's written request, Recipient will return to LAO all documents, records and copies thereof containing Information. The term "documents" includes all information fixed in any tangible medium of expression, in whatever form or format.

7. The Recipient shall destroy upon the conclusion of the contract all the information identifying individuals which is in their possession which is not returned to LAO.
8. The Recipient agrees not to contact any individual to whom personal information relates, directly or indirectly, without the prior written authority of LAO.
9. The Recipient shall ensure that no personal information will be used or disclosed in a form in which the individual to whom it relates can be identified without the prior written authority of LAO.
10. Recipient hereby acknowledges that unauthorised disclosure or use of Information could cause irreparable harm and significant injury to LAO that may be difficult to ascertain. Accordingly, Recipient agrees that LAO will have the right to seek and obtain immediate injunctive relief to enforce obligations under this agreement in addition to any other rights and remedies it may have.
11. Upon default by the Recipient under any terms of this agreement, and at any time after the default, LAO shall have all rights and remedies provided by law and by this agreement. No delay or omission by LAO in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. All rights and remedies of LAO granted or recognized in this agreement are cumulative and may be exercised at any time and from time to time independently or in combination.
12. The rights and obligations of this agreement shall survive and continue after any expiration or termination, for any cause, of Recipient's performance of duties and responsibilities for LAO and shall bind the parties and their legal representatives, successors and assigns.
13. The Recipient shall notify LAO in writing immediately if the Recipient becomes aware that any of the provisions set out in this agreement have been breached.
14. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.
15. This agreement shall be governed by and be interpreted in accordance with the laws of the Province of Ontario.
16. No change or modification of this agreement shall be valid unless it is in writing and signed by each party.

In witness hereof the parties have signed and sealed this agreement this

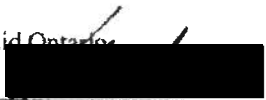
19TH day of November, 2014.

Legal Aid Ontario

Per:

Name:

Title:



Karl Martinec
 C.I.O

The Recipient

Per:

Name:

Title:


 CONTROLLER