

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 29, 2018

**ReWalk Robotics Ltd.**

(Exact name of registrant as specified in its charter)

<u>Israel</u> (State or Other Jurisdiction of Incorporation)	<u>001-36612</u> (Commission File Number)	<u>Not applicable</u> (IRS Employer Identification No.)
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<u>3 Hatnufa St., Floor 6, Yokneam Ilit, Israel</u> (Address of principal executive offices)	<u>2069203</u> (Zip Code)
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Registrant's telephone number, including area code: +972.4.959.0123

Not applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## Item 8.01 Other Events.

As previously disclosed on a Current Report on Form 8-K filed on May 17, 2016 with the Securities and Exchange Commission (the “SEC”), on May 16, 2016, ReWalk Robotics Ltd. (“we,” “us” or the “Company”) entered into a Research Collaboration Agreement (the “Collaboration Agreement”) and an Exclusive License Agreement (the “License Agreement”) with the President and Fellows of Harvard College (“Harvard”). Under the Collaboration Agreement, the Company and Harvard agree to collaborate on research regarding the development of lightweight “soft suit” exoskeleton system technologies for lower limb disabilities, which are intended to treat stroke, multiple sclerosis, mobility limitations for the elderly and other medical applications. Under the License Agreement, the Company is granted an exclusive, worldwide royalty-bearing license under certain patents of Harvard relating to lightweight “soft suit” exoskeleton system technologies for lower limb disabilities, a royalty-free license under certain related know-how and the option to obtain a license under certain inventions conceived under the parties’ joint research collaboration.

On May 1, 2017, Harvard and the Company entered into Amendment No. 1 to the Collaboration Agreement (the “Collaboration Agreement Amendment”). On April 1, 2018, Harvard and the Company entered into Amendment No. 1 to the License Agreement and Amendment No. 2 to the Collaboration Agreement (the “Joint Amendment”). This Current Report on Form 8-K is being filed with the SEC for the sole purpose of filing the Collaboration Agreement Amendment and Joint Amendment as Exhibits 10.1 and 10.2, respectively.

## Item 9.01 Financial Statements and Exhibits.

### (d) Exhibits

Exhibit Number	Description
10.1	<a href="#"><u>Amendment No. 1 to the Research Collaboration Agreement, dated May 1, 2017, between ReWalk Robotics Ltd. and the President and Fellows of Harvard College.*</u></a>
10.2	<a href="#"><u>Amendment No. 1 to the License Agreement and Amendment No. 2 to the Research Collaboration Agreement, dated April 1, 2018, between ReWalk Robotics Ltd. and the President and Fellows of Harvard College.*</u></a>

\* Confidential treatment has been requested for portions of this document. The omitted portions of this document have been filed with the SEC as required by Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ReWalk Robotics Ltd.**

By: /s/ Ori Gon

Name: Ori Gon

Title: Chief Financial Officer

Dated: June 29, 2018

**EXHIBIT INDEX**

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10.2	<a href="#"><u>Amendment No. 1 to the License Agreement and Amendment No. 2 to the Research Collaboration Agreement, dated April 1, 2018, between ReWalk Robotics Ltd. and the President and Fellows of Harvard College.*</u></a>

\* Confidential treatment has been requested for portions of this document. The omitted portions of this document have been filed with the Commission as required by Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

**AMENDMENT NO. 1 TO RESEARCH COLLABORATION AGREEMENT**

This Amendment No. 1 to Research Collaboration Agreement (this “**Amendment No. 1**”) is entered into as of this 1<sup>st</sup> day of May, 2017 (the “**Amendment No. 1 Effective Date**”), by and between is entered into by and between **President and Fellows of Harvard College**, a charitable corporation of Massachusetts having an office at Richard A. and Susan F. Smith Campus Center, Suite 727, 1350 Massachusetts Avenue, Cambridge, Massachusetts 02138 (“**Harvard**”), and **ReWalk Robotics, Ltd.** a company existing under the laws of the State of Israel, having a place of business at 200 Donald Lynch Blvd., Marlborough, MA 01752 (“**Company**”). Harvard and Company each shall be referred to herein as a “**Party**” and together as the “**Parties.**”

**WHEREAS**, Harvard and Licensee entered into a Research Collaboration Agreement dated as of May 16, 2016 (the “**RCA**” or “**Agreement**”); and

**WHEREAS**, Harvard and Licensee desire to amend the RCA as set forth below in accordance with Section 10.9 of the RCA.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Amendment.

A. **Harvard Materials.** The RCA is hereby amended by adding new Sections 2.5 and 2.6 as follows:

**“2.5 Harvard Materials.** During the Research and upon Company’s written request, Harvard may transfer the materials specified in a fully-executed “Material Transfer Record” in the form attached hereto as Exhibit C (each, an “**MTR**”) to Company, but only to Company’s business locations in the U.S. (Marlborough, MA) and Israel and such other locations as are mutually agreed upon by the Parties. Such materials together with all derivatives and modifications thereof, whether made by Harvard or Company, shall be deemed “**Harvard Materials**” for purposes of this Agreement. Harvard hereby represents and warrants that it owns or has all necessary rights to transfer such Harvard Materials to Company for the purposes contemplated by this Agreement and, as between the Parties, to the extent that Harvard owns any right, title and interest, including, but not limited to, intellectual property rights, in and to Harvard Materials, Company agrees that Harvard shall retain all such rights after such transfer. Company shall use Harvard Materials solely for the purpose of performing the Research (which includes obtaining user feedback at trade shows anywhere in the world; provided, however, that Company may display and demonstrate at such trade shows only those Harvard Materials which have not been deemed “Confidential Information” (or otherwise restricted under its MTR)), provided, however, that Harvard Materials shall not be used by Company in humans or for testing of humans for any purpose until the Parties receive in writing all necessary Institutional Review Board (“**IRB**”) or other approvals required for the Harvard Materials to be included in such human tests. Company shall not reverse engineer Harvard Materials nor undertake any additional analyses thereof, chemical or biological, including, without limitation, any attempt to determine the composition, formula, structure or properties of Harvard Materials, without the express written permission of Harvard. Company shall not sell or transfer or export Harvard Materials to any third person or entity without Harvard’s prior written consent. Company shall comply with all applicable laws and regulations in the use of Harvard Materials; specifically, it shall comply with all United States laws and regulations controlling the export of certain commodities and technical data, including without limitation all Export Administration Regulations of the United States Department of Commerce, and Company hereby agrees to bear sole responsibility for any violation by Company of such laws and regulations. For clarity (and without limiting any rights or licenses granted by Harvard to Company pursuant to this Agreement or the License Agreement), Harvard’s transfer of Harvard Materials to Company shall not constitute a sale thereof or a grant, option or license under any patent or other rights owned or controlled by Harvard. Unless otherwise agreed to by Harvard in writing, within thirty (30) days after the earlier of completion of the Research or termination of this Agreement, Company shall destroy (or cause to be destroyed) all Harvard Materials in its possession or control.

Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**2.6. Company Materials.** During the Research and upon Harvard's written request, Company may transfer the materials specified in a fully-executed MTR to Harvard, but only to Harvard's locations in the U.S. (Cambridge, MA) and such other locations as are mutually agreed upon by the Parties. Such materials together with all derivatives and modifications thereof, whether made by Harvard or Company, shall be deemed "**Company Materials**" for purposes of this Agreement. Company Materials and Harvard Materials together may be described as "**Materials.**" Company hereby represents and warrants that, as between the Parties, it owns or has all necessary rights to transfer such Company Materials to Harvard for the purposes contemplated by this Agreement and to the extent that Company owns any right, title and interest, including, but not limited to, intellectual property rights, in and to Company Materials, Harvard agrees that Company shall retain all such rights after such transfer. Harvard shall use Company Materials solely for the purpose of performing the Research; provided, however, that Company Materials shall not be used by Harvard in humans or for testing of humans for any purpose until the Parties receive in writing all necessary IRB or other approvals required for the Company Materials to be included in such human tests. Harvard shall not reverse engineer Company Materials or undertake any additional analyses thereof, chemical or biological, including, without limitation, any attempt to determine the composition, formula, structure or properties of Company Materials, without the express written permission of Company. Harvard shall not sell or transfer or export Company Materials to any third person or entity without Company's prior written consent. Harvard shall comply with all applicable laws and regulations in the use of Company Materials; specifically, it shall comply with all United States laws and regulations controlling the export of certain commodities and technical data, including without limitation all Export Administration Regulations of the United States Department of Commerce, and Harvard hereby agrees to bear sole responsibility for any violation by Harvard of such laws and regulations. For clarity, Company's transfer of the Company Materials to Harvard shall not constitute a sale thereof or a grant, option or license under any patent or other rights owned or controlled by Company. Unless otherwise agreed to by Company in writing, within thirty (30) days after the earlier of completion of the Research or termination of this Agreement, Harvard shall destroy (or cause to be destroyed) all Company Materials in its possession or control.

**B. Material Transfer Record.** The RCA is hereby amended by adding new Exhibit C — Material Transfer Record, in the form attached hereto as Schedule I.

**C. Research Plan.** Exhibit A of the RCA is hereby amended by deleting it in its entirety and replacing it with a revised Exhibit A in the form attached hereto as Schedule II.

- II. Capitalized terms used but not otherwise defined in this Amendment No. 1 shall have the respective meanings ascribed to such terms in the RCA.
- III. Except as expressly amended hereby, all other terms of the Agreement shall remain unchanged and in full force and effect.
- IV. This Amendment No. 1 will be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision.
- V. The Parties may execute this Amendment No. 1 in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. If by electronic mail, the executed Amendment No. 1 must be delivered in a .pdf format.

Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**IN WITNESS WHEREOF**, each Party has caused this Amendment No. 1 to be executed by its duly authorized representative as of the Amendment No. 1 Effective Date.

**President and Fellows of Harvard College**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ReWalk Robotics, Ltd.**

By: /s/ Larry Jasinski  
Name: Larry Jasinski  
Title: CEO

I, the undersigned, hereby confirm that I have read the Research Plan included in Amendment No. 1, that its contents are acceptable to me and that I will act in accordance with its terms.

/s/ Conor J. Walsh, Ph.D.  
\_\_\_\_\_  
Conor J. Walsh, Ph.D.

Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**SCHEDULE I**

**Exhibit C**

**Material Transfer Record**

The Parties contemplate that the Materials transferred hereunder will be components of an Exosuit prototype. Company will transfer to the Harvard Principal Investigator the Company Materials set forth below; and/or Harvard will transfer to Company the Harvard Materials set forth below.

This Material Transfer Record form shall be used as the record of all such Material transfers, whether from Company to Harvard, from Harvard to Company.

Please fill out all the fields of this form and provide a fully executed copy to Harvard University Office of Technology Development or [Company representative], before any Material transfer.

1. **Transfer Date:** [INSERT]
2. **Supplying Party:** [INSERT PRINCIPAL INVESTIGATOR NAME & AFFILIATION]
3. **Recipient:** [INSERT PRINCIPAL INVESTIGATOR NAME & AFFILIATION]
4. **Research Year/Aim:** [INSERT]
5. **Material**

[INSERT DESCRIPTION, including source]

**6. Special Instructions**

[X] [LIST]

7. These Materials shall be treated as Confidential Information of the Supplying Party [ ] until the Recipient is notified in writing by the Supplying Party that the Materials are no longer deemed Confidential Information.

8. The following terms and conditions and/or restrictions apply to the use of the Materials listed in this MTR for the performance of the Research:

[INSERT DESCRIPTION]

Use of the above-listed Materials shall be subject to the terms and conditions of the Research Collaboration Agreement, dated May 16, 2016, by and between President and Fellows of Harvard College and ReWalk Robotics, Ltd. (the “**RCA**”), and this Material Transfer Record shall be (and shall be deemed to be) attached thereto and incorporated by reference therein.

Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.



The transfer and receipt of the above-listed Material pursuant to the terms and conditions set forth herein and in the RCA is acknowledged and approved by:

{SUPPLYING PARTY}

{RECIPIENT}

BY: {Authorized Signatory}

NAME:

TITLE:

DATE:

BY: {Authorized Signatory}

NAME:

TITLE:

DATE:

Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**SCHEDULE II**

**Exhibit A**

**Research Plan**

**Aim:** Harvard expects to perform research to support Company's development of both stroke and multiple sclerosis ("MS") specific Soft Exosuits as follows:

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Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

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**AMENDMENT NO. 1 TO LICENSE AGREEMENT AND AMENDMENT NO. 2 TO RESEARCH  
COLLABORATION AGREEMENT**

This Amendment No. 1 to License Agreement and Amendment No. 2 to Research Collaboration Agreement (this “**Amendment**”) is entered into as of this 1st day of April 2018 (the “**Amendment Date**”), by and between **President and Fellows of Harvard College**, a charitable corporation of Massachusetts having an office at Richard A. and Susan F. Smith Campus Center, Suite 727, 1350 Massachusetts Avenue, Cambridge, Massachusetts 02138 (“**Harvard**”), and **ReWalk Robotics, Ltd.** a company existing under the laws of the State of Israel, having a place of business at 200 Donald Lynch Blvd., Marlborough, MA 01752 (“**Company**”). Harvard and Company each shall be referred to herein as a “**Party**” and together as the “**Parties.**”

**WHEREAS**, Harvard and Licensee entered into a License Agreement, dated as of May 16, 2016 (the “**ELA**” or “**License Agreement**”);

**WHEREAS**, Harvard and Licensee entered into a Research Collaboration Agreement, dated as of May 16, 2016, as previously amended on May 1, 2017 (the “**RCA**” or “**Research Collaboration Agreement**”);

**WHEREAS**, Harvard and Licensee desire to amend each of the ELA and the RCA as set forth below in accordance with Section 11.10 of the ELA and Section 10.9 of the RCA, respectively.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. Amendment to the ELA.**

- A. **License Grant.** Effective as of the Effective Date (as defined in the ELA), the ELA is hereby amended by deleting the Section 2.1(a) in its entirety and replacing it with the following new Section 2.1(a) to read as follows:

“...(a) an exclusive, royalty-bearing license under the Licensed Patent Rights (and (x) if an option for an exclusive license thereunder has been exercised in accordance with Section 6.2.3 of the Collaboration Agreement, under Harvard’s interest in and to the Joint Patents Rights; and (y) if an option for an exclusive license thereunder has been exercised in accordance with Section 2.6.6, under Harvard’s interest in and to the Joint Consulting Patents Rights) solely to use, make, have made, offer for sale, sell, have sold, repair, service and import Licensed Products solely within the Field and in the Territory;...”

**II. Amendment to the RCA.** Effective as of the Amendment Date:

- A. **Costs and Expenses.** The RCA is hereby amended by deleting existing Sections 3.1.3 through 3.1.6 in their entirety and replacing them with the following new Sections 3.1.3 through 3.1.6 and new Section 3.1.7, each to read as follows:

“**3.1.3** [\*\*] Hundred [\*\*] United States Dollars (US \$[\*\*]) for 2018 to be paid as follows: (a) [\*\*] installment of [\*\*] United States Dollars (US \$[\*\*]), (b) [\*\*] installment of [\*\*] United States Dollars (US \$[\*\*]), and (c) [\*\*] installments of [\*\*] United States Dollars (US \$[\*\*]), each of which shall be payable within [\*\*] of receipt of the invoice from Harvard for such amount. Harvard shall issue each invoice to Company at least [\*\*] prior to the start of each Calendar Quarter in 2018.

Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**3.1.4** [\*\*] United States Dollars (US \$[\*\*]) for 2019 to be paid as follows: [\*\*] installments of [\*\*] United States Dollars and [\*\*] Cents (US \$[\*\*]), each of which shall be payable within [\*\*] of receipt of the invoice from Harvard for such amount. Harvard shall issue each invoice to Company at least [\*\*] prior to the start of each Calendar Quarter in 2019.

**3.1.5** [\*\*] United States Dollars (US \$[\*\*]) for 2020 to be paid as follows: [\*\*] installments of [\*\*] United States Dollars and [\*\*] Cents (US \$[\*\*]), each of which shall be payable within [\*\*] of receipt of the invoice from Harvard for such amount. Harvard shall issue each invoice to Company at least [\*\*] prior to the start of each Calendar Quarter in 2020.

**3.1.6** [\*\*] United States Dollars (US \$[\*\*]) for 2021 to be paid as follows: [\*\*] installments of [\*\*] United States Dollars and [\*\*] Cents (US \$[\*\*]), each of which shall be payable within [\*\*] of receipt of the invoice from Harvard for such amount. Harvard shall issue each invoice to Company at least [\*\*] prior to the start of each Calendar Quarter in 2021.

**3.1.7** [\*\*] United States Dollars (US \$[\*\*]) for 2022 to be paid as follows: [\*\*] equal installments of [\*\*] United States Dollars and [\*\*] Cents (US \$[\*\*]) for each of the first two (2) Calendar Quarters of 2022, each installment of which shall be payable within [\*\*] of receipt of the invoice from Harvard for such amount. Harvard shall issue each invoice to Company at least [\*\*] prior to the start of each of the first two (2) Calendar Quarters in 2022.”

**B. Term.** The RCA is hereby amended by deleting the existing Section 9.1 in its entirety and replacing it with the following new Section 9.1 to read as follows:

**“9.1 Term.** This Agreement shall commence on the Effective Date and shall remain in effect for a period of six (6) years (the “**Term**”), unless earlier terminated in accordance with the provisions of this Article 9.”

**C. Research Plan.** Exhibit A of the RCA is hereby amended by deleting it in its entirety and replacing it with a revised Exhibit A in the form attached hereto as Schedule I.

III. Capitalized terms used but not otherwise defined in this Amendment shall have the respective meanings ascribed to such terms in the ELA or RCA, as applicable.

V. This Amendment will be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision.

VI. The Parties may execute this Amendment in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Transmission by facsimile or electronic mail of an executed counterpart of this Amendment shall be deemed to constitute due and sufficient delivery of such counterpart. If by electronic mail, the executed Amendment must be delivered in a .pdf format.

Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative as of the Amendment Effective Date.

**President and Fellows of Harvard College**

**ReWalk Robotics,Ltd.**

By: /s/ Isaac T. Kohlberg  
Name: Isaac T. Kohlberg, Senior Associate Provost  
Title: Chief Technology Development Officer  
Office of Technology Development  
Harvard University

By: /s/ Larry Jasinski  
Name: Larry Jasinski  
Title: CEO

I, the undersigned, hereby confirm that I have read this Amendment, including the Research Plan included in this Amendment, that its contents are acceptable to me and that I will act in accordance with its terms.

/s/ Conor J. Walsh, Ph.D.  
Conor J. Walsh, Ph.D.

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**SCHEDULE I**

**Exhibit A**

**Research Plan**

**Aim:** Harvard expects to perform research to support Company's development of both stroke and multiple sclerosis ("MS") specific Soft Exosuits as follows:

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