UNIVERSITY OF CALIFORNIA, LOS ANGELES **UCLA**

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TECHNOLOGY DEVELOPMENT GROUP
10889 WILSHIRE BLVD, SUITE 920
LOS ANGELES, CA 90095-7191
PHONE: (310) 794-0558 FAX: (310) 794-0638
ON-CAMPUS MAILCODE: 140607

HTTP:// TDG.UCLA.EDU

Date

Company Name
Address
Attn: Contact

RE: Letter of Intent Agreement ("**LOI**") between Company Name ("**Company**") and The Regents of the University of California ("**The Regents**") dated Date ("**Effective Date**") regarding certain Patent Rights (defined below). Company and The Regents may be referred to individually as Party ("**Party**") and collectively as Parties ("**Parties**") in this LOI.

Dear Contact,

During the term of this LOI, to the extent legally able, The Regents agrees to negotiate exclusively with Company, for a license to The Regents' interest in the patent applications and patents listed in Appendix A ("**Appendix A")** to this LOI ("**Patent Rights**") in the following field of use: _____ ("**Field of Use**").

License Terms

Examples of terms that a license agreement may contain include, but are not limited to, the following: The exclusive right to make, have made, use, sell, offer for sale and import products covered by one or more claims in the Patent Rights; an upfront fee, royalty, maintenance fees, minimum annual royalties and milestone payments; diligence provisions in the form of performance milestones; and provisions for reimbursement to The Regents for the costs of maintaining and prosecuting the Patent Rights. The license agreement will also contain standard terms and conditions normally found in an exclusive license agreement executed by The Regents. Nothing in this LOI confers by implication, estoppel or otherwise, any license to or negotiations rights for any patents of The Regents other than the Patent Rights as defined in this LOI, regardless of whether such patents are dominant or subordinate to the Patent Rights.

Diligence

Should Company determine that it desires to negotiate a license, Company will furnish to The Regents, in writing, a business plan detailing how Company intends to develop and commercialize the Patent Rights in the Field of Use no later than thirty (30) days prior to the Expiration Date (as defined below) of this LOI.

Consideration

As consideration for this LOI, Company agrees to pay The Regents a nonrefundable fee of Five Hundred Dollars ($500.00) within twenty (20) days of the Effective Date of this LOI.

SAMPLE

Patent Prosecution

Patent Prosecution Requests

No later than thirty (30) days prior to the deadline set forth by the United Stated Patent and Trademark Office ("**USPTO**") for a given patent action under the Patent Rights, Company shall provide instructions to The Regents as to whether it wants The Regents to undertake such patent action ("**Patent Prosecution Request**"). Examples of patent actions include, but may not be limited to, responses to office actions, patent filings, reexaminations, interferences, derivations, oppositions, and any other ex parte or inter partes matters originating by the USPTO (each a "**Patent Action**"). For provisional patent filings, the deadline for providing such Patent Prosecution Request will be five (5) days after a request by The Regents for Company's instructions.

Patent Cost Reimbursement

Company will bear all costs incurred by The Regents during the term of this LOI for the preparation, filing, prosecution and maintenance of patent applications and patents in the Patent Rights including Patent Actions for which Company has provided a Patent Prosecution Request ("**Ongoing Patent Costs**"). No later than ten (10) days after a Patent Prosecution Request, Company must pay The Regents' patent counsel's estimated costs for undertaking such Patent Action before The Regents authorizes its patent counsel to proceed with such Patent Action. All Ongoing Patent Costs not due in advance of a specific Patent Action will be invoiced to Company and are due thirty (30) days after the date of The Regents' invoice.

Company may request a cost estimate for Ongoing Patent Costs. Ongoing Patent Costs that are due to incidentals (e.g., photocopy or phone charges) and Company's direct interaction with The Regents' counsel (e.g., phone calls, emails, and meetings) will not be included within the cost estimate unless expressly stated, however, they will be the responsibility of Company to cover such costs.

The absence of any Patent Prosecution Request or payment by the deadlines set forth above will be considered an election by Company to not secure the Patent Rights associated with the specific phase of patent prosecution and such patent application(s) and patent(s) will not be part of the Patent Rights and therefore not subject to this LOI. The Regents may continue prosecution or maintenance of these application(s) or patent(s) at its sole discretion and expense.

Notices

Company will send all notices hereunder to the following address:

The Regents of the University of California
University of California, Los Angeles
Technology Development Group
10889 Wilshire Blvd., Suite 920
Los Angeles, CA 90095-7191

Attention: Contracts Management Team
Ref: UCLA Case No. #

The Regents will send all notices to Company to the addresses provided in Appendix B ("**Appendix B")** to this LOI.

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Payments

Company will send all payments via wire transfer as follows (Company shall reference the invoice number or UC Agreement Control Number on all wire transfers).

Wire:
Bank of America
100 West 33rd St.
New York, New York, 10001
Account: OTT Depository Account No. 1233717062
Beneficiary Name: Regents of the University of California
Domestic Wire ABA: 026009593 (within U.S. only)
Foreign Wire Swift: BOFAUS3N

ACH:
Bank of America CA4-704-05-41
2000 Clayton Rd.
Concord, CA 94520
Account: OTT Depository Account No. 1233717062
Beneficiary Name: Regents of the University of California
ACH/EFT Routing No.: 121000358

Confidentiality

During the Term of this LOI, either Party may be exposed to information which is confidential and proprietary to the other Party. The Party disclosing such information shall be deemed the Disclosing Party ("**Disclosing Party**") and the Party receiving such information shall be deemed the Receiving Party ("**Receiving Party**"). Such information shall be information which has been clearly and conspicuously marked and identified as confidential or to which a reasonable person would deem such information to be confidential ("**Confidential Information**"). Except as specifically provided in this LOI to perform its obligations of this LOI, Receiving Party shall not, either during the Term of this LOI or at any time thereafter, use for its own benefit, or for the benefit of any other person or entity, any of the Confidential Information the Receiving Party has acquired in the course of this LOI. The Receiving Party shall protect the secrecy of the Confidential Information it receives under this LOI and shall not disclose any Confidential Information to any third party and will only disclose Confidential Information to its employees and agents who are on a need to know basis and are bound by obligations of confidentiality at least as restrictive as those stated in this LOI. All Confidential Information shall be afforded at least the same protection that Receiving Party affords to its own confidential and proprietary information, but in no event less than reasonable standards of protection. Notwithstanding the foregoing, Confidential Information shall exclude information that: (i) is or becomes generally known to the public other than as a result of a breach of this LOI; (ii) is rightfully furnished or made known to Receiving Party without any obligations of confidentiality; or (iii) is developed by the Receiving Party without access to the Confidential Information as can be proved by written records. Disclosures of Confidential Information which are permitted by under this section shall be deemed a Permitted Disclosure ("**Permitted Disclosure**"). A Permitted Disclosure will occur only when Confidential Information is disclosed with the prior written approval of Disclosing Party; or when the Confidential Information disclosed pursuant to the order or requirement of a court, administrative agency or other government or professional oversight body; or is required to be disclosed under the California Public Records provided however that, if permitted by law, Receiving Party will promptly notify Disclosing Party of such request or requirement so that Disclosing Party may contest the order or requirement and only such Confidential Information shall be disclosed so as to comply with such order.

The provisions of this section of this LOI will continue in effect for five (5) years after expiration or termination

SAMPLE

of this LOI. The Regents is free to release the terms and conditions of this LOI to any and all of the following: (i) employees and agents of The Regents, including the 501(c)(3) organization that oversees the Technology Development Group of the University of California, Los Angeles, (ii) individual Regents, (iii) the non-profit sponsors of the research that led to, and the authors of and contributors to, the Option IP, and (iv) any co-owners of the Option IP. If such release is made, then The Regents shall give notice of the confidential nature of such information.

Life of this LOI

This LOI begins on the Effective Date and will automatically expire, without requiring further notice from The Regents, six (6) months thereafter ("**Expiration Date**"). The Expiration Date may be extended by mutual written agreement of the Parties. If prior to the Expiration Date the Parties (a) fail to execute a license or option agreement, or (b) fail to extend the Expiration Date of this LOI, this LOI will be deemed to have automatically terminated. Upon termination of this LOI, Company will have no further rights in the Patent Rights and The Regents will be free to enter into agreements with third parties for the Patent Rights.

If Company violates or fails to perform any material term of this LOI, then The Regents may terminate this LOI by providing a written notice to Company and if Company fails to cure such breach to the satisfaction of The Regents within thirty (30) days after receipt of such notice, this LOI will automatically terminate without further notice from The Regents.

This LOI may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF) or photocopied signatures of the Parties will have the same legal validity as original signatures.

APLE

COMPANY	**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**
By: _____	By: _____
Signature	*Signature*
Name:	Name:
Title:	Title: Sr. Director, Business Development
Date:	Date:
Email for execution:	

APPENDIX A

PATENT RIGHTS

UCLA CASE NO. {Case Number & Title followed by patent charts generated from Inteum. Repeat for each case.}

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APPENDIX B

COMPANY CONTACT INFORMATION

Company Name		UC Control No.	
CONTACT FOR NOTICES			
LAST NAME		TELEPHONE	
FIRST NAME		EMAIL	
TITLE			
ADDRESS			
CITY, STATE, ZIP			
COUNTRY			
PATENT PROSECUTION CONTACT			
LAST NAME		TELEPHONE	
FIRST NAME		EMAIL	
TITLE			
ADDRESS			
CITY, STATE, ZIP			
COUNTRY			
FINANCIALS CONTACT			
LAST NAME		TELEPHONE	
FIRST NAME		EMAIL	
TITLE			
ADDRESS			
CITY, STATE, ZIP			
COUNTRY			

SAMPLE