THIS DRAFT IS DATED _____, 20__ AND IS SOLELY FOR PURPOSES OF NEGOTIATION. NO CONTRACT WILL EXIST UNTIL A FINAL, WRITTEN AGREEMENT IS SIGNED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. THIS DRAFT WILL AUTOMATICALLY EXPIRE, WITHOUT FURTHER NOTICE FROM UCLA, THIRTY (30) DAYS AFTER THE ABOVE DATE.

PATENT EVALUATION LICENSE AND OPTION AGREEMENT

This Patent Evaluation License and Option Agreement, including its Appendices A, B, C and D ("**Agreement**") is made and entered into as of the date of final signature to this Agreement ("**Effective Date"**), by and between The Regents of the University of California ("**The Regents**"), a California public corporation having its corporate offices located at 1111 Franklin Street, Oakland, CA 94607-5200, acting through the Technology Development Group of the University of California, Los Angeles ("**UCLA**"), located at 10889 Wilshire Blvd., Suite 920, Los Angeles, CA 90095-7191, and INSERT COMPANY NAME ("**Optionee**"), located at INSERT ADDRESS. The Regents, UCLA, and Optionee may be referred to individually as Party ("**Party**") and collectively as Parties ("**Parties**") in this Agreement.

RECITALS

WHEREAS, The Regents owns or otherwise controls certain rights in the Patent Rights which claim inventions arising out of research at UCLA , and desires that such inventions be developed and utilized to the fullest extent so that the benefits can be enjoyed by the general public.

WHEREAS, Optionee is [not] a "small entity" as defined in 37 CFR 1.27(a)(2) for the purposes of determining whether The Regents is eligible for reduced patent fees;

WHEREAS, Optionee wishes to further evaluate the inventions claimed by the Patent Rights to determine its interest in acquiring commercialization rights; and

WHEREAS, The Regents is willing to grant an option and evaluation license to Optionee pursuant to the terms and provisions set forth herein below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

(Financial and Diligence Terms begin on next page)

SAMPLE

FINANCIAL AND DILIGENCE TERMS

TERM	SUMMARY / PROVISION
PATENT RIGHTS	Listed in Appendix A.
FIELD OF USE	INSERT FIELD OF USE.
GRANT OF OPTION AND EVALUATION LICENSE	**Option:** Exclusive, time-limited option to negotiate the terms of a License Agreement under the Patent Rights. **Evaluation License:** Internal research license under Patent Rights, without right to sublicense, restricted solely to Permitted Activities listed in Appendix C.
TERM AND ELECTION PERIOD	**Term:** Twelve (12) months from the Effective Date (expiring on [insert date]). **Election Period:** Optionee must exercise Option at least three (3) months prior to the end of the Term (by [insert date]).
OPTION ISSUE FEE	Optionee will pay to The Regents **$XX,XXX.XX** as a non-refundable upfront fee within thirty (30) days after the Effective Date.
OPTION EXTENSION FEE	Optionee may request a one-time three (3) month extension of the Term by paying an extension fee of **$XX,XXX.XX** prior to expiration of the original Term.
DILIGENCE MILESTONES	Prior to the expiration of the Election Period, Optionee must achieve the following: 1. Provide an IP and due diligence report and a commercial and scientific development plan to support the development of Licensed Products. 2. [INSERT ANY OTHER SPECIFIC MILESTONES].
PATENT COSTS	Optionee will bear all Patent Costs incurred during the Term and pay estimated costs in advance ("**Advanced Payment**") before action is authorized.
IMPROVEMENTS GRANT-BACK	If a License Agreement is not executed, Optionee grants The Regents a paid-up, royalty-free, perpetual, irrevocable, transferable, non-exclusive license (with right to sublicense) to any Improvement Patents filed by Optionee.

SAMPLE

TERM	SUMMARY / PROVISION
PROPOSED LICENSE FINANCIAL TERMS	Identified in Appendix D.

(General Terms begin on next page)

SAMPLE

GENERAL TERMS

1. DEFINITIONS

As used in this Agreement, the following terms, whether used in the singular or plural, will have the following meanings:

1.1. **"Affiliate**" means any entity which, directly or indirectly, Controls Optionee, is Controlled by Optionee, or is under common Control with Optionee. Control ("**Control**") for purposes of this Agreement means having the power to elect a majority of the directors, or the power to direct greater than fifty percent (50%) of the voting rights entitled to elect directors, of such entity. Optionee's Affiliates that are wholly (i.e., 100%) owned by Optionee are Wholly-Owned Affiliates ("**Wholly-Owned Affiliates**"). An entity will be deemed an Affiliate or Wholly-Owned Affiliate of Optionee solely for the term during which it satisfies these definitions as applicable.

1.2. "**Field of Use**" has the meaning set forth in the Financial and Diligence Terms.

1.3. "**License Agreement**" means the proposed license agreement pursuant to which Optionee may be granted a license under the Patent Rights to make, use and sell Licensed Products in the Field of Use.

1.4. "**Licensed Product**" means any product [insert "or service" only if applicable] (i) that incorporates, comprises, employs, uses, or is in any way produced through the practice or use of, an invention claimed in the Patent Rights, or (ii) the manufacture, use, sale, offer for sale, importation, or provision of which would otherwise constitute infringement (including direct, contributory or inducement) of any claims of the Patent Rights. For the avoidance of doubt, the term "Licensed Product" as used in this Agreement describes products evaluated hereunder for potential commercialization under a future License Agreement, and nothing in this Agreement grants Optionee any right to sell or commercialize any Licensed Product. ["**X Licensed Product**" means a Licensed Product that is described as _____. "**Y Licensed Product**" means a Licensed Product that is described as _____. Optionee acknowledges that X and Y Licensed Products are the sole Licensed Products Optionee contemplates commercializing pursuant to a License Agreement; if Optionee desires to commercialize any Licensed Product that is neither an X nor Y Licensed Product, the parties will confer during the Term, if Optionee timely elects to negotiate a License Agreement pursuant to this Agreement.]

1.5. "**Patent Action**" means the preparation, filing, prosecution, or maintenance of patent applications and patents under the Patent Rights, including reexaminations, interferences, oppositions, and any other ex-parte or inter-partes matters originating in a patent office.

1.6. "**Patent Costs**" means all out-of-pocket costs incurred by The Regents with respect to the Patent Rights for Patent Actions.

1.7. "**Patent Rights**" means The Regents' interest in: (i) the patents and patent applications expressly identified in Appendix A to this Agreement ("**Appendix A**"), as well as any foreign counterparts; (ii) any patent applications claiming priority to those identified in subpart (i) such as utility filings, divisionals, continuations and continuations-in-part (but solely to the extent of those claims that are both entirely supported by the specification and entitled to the priority date of any patent application or patent identified in subpart (i) above); and (iii) any patents issuing from any patent application identified in subparts (i) or (ii), including reissues, reexaminations, and substitutions, as well as any applicable patent extensions or term adjustments, and supplementary protection certificates ("**SPCs**").

1.8. "**Term**" has the meaning set forth in the Financial and Diligence Terms and Section 6.1 of this Agreement.

SAMPLE

2. OPTION AND EVALUATION LICENSE GRANT

2.1. **Grant.** Subject to the terms and conditions of this Agreement, The Regents hereby grants to Optionee solely for the Term to the extent legally able:

(i) an exclusive time-limited option to negotiate the terms of a License Agreement under the Patent Rights to make, use, offer for sale, sell and import Licensed Products in the Field of Use ("**Option**"); and

(ii) an internal research license under Patent Rights ("**Internal Research License**"), without the right to sublicense, solely for Optionee to evaluate its interest in electing to negotiate a License Agreement hereunder. This license is expressly restricted to the "Permitted Activities" listed in Appendix C ("**Appendix C"**).

2.2. **Retained Rights.** The Regents expressly reserves the right to:

(i) use the Patent Rights for educational and research purposes, clinical research, and research sponsored by commercial entities;

(ii) publicly disclose research results;

(iii) use the Patent Rights to offer and perform clinical diagnostic and prognostic services; and

(iv) allow other non-profit institutions to use the Patent Rights for the same purposes as all of the foregoing.

2.3. **Reserved U.S. Government Rights.** The rights granted hereunder are subject to any rights required to be granted by The Regents to the U.S. Government, including a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the invention claimed by the Patent Rights throughout the world, and any obligations under applicable funding agreements.

2.4. **Improvements.** Optionee acknowledges the license granted herein is intended solely for evaluation of the inventions claimed by the Patent Rights. In partial consideration, if Optionee does not execute a License Agreement with The Regents during the Term, and Optionee files an Improvement Patent on any inventions made or results generated through its evaluation, Optionee hereby grants to The Regents a paid-up, royalty-free, perpetual, irrevocable, transferable, non-exclusive license, with the right to grant sublicenses to third parties, to such Improvement Patents for all purposes. An Improvement Patent ("**Improvement Patent**") means any patent application or patent that includes a claim that would be infringed by the practice of any claim of the Patent Rights. The provisions in this Section 2.4 will survive termination or expiration of this Agreement and, upon written consent of The Regents, may be superseded by the terms of the License Agreements, if executed.

3. COMMERCIAL DILIGENCE AND ELECTION TO NEGOTIATE

3.1. **Diligence Milestones.** As partial consideration for the rights granted to Optionee hereunder, Optionee must achieve the Diligence Milestones set forth in the Financial and Diligence Terms prior to the expiration of the Election Period. If Optionee fails to complete all required diligence milestones by the specified date, The Regents will not be obligated to negotiate or enter into a License Agreement.

SAMPLE

3.2. **Election to Negotiate.** If Optionee desires to negotiate a License Agreement, Optionee must provide written notice of its intent to The Regents prior to the end of the Election Period, alongside evidence that it has achieved the Diligence Milestones. Upon timely notice, the Parties agree to negotiate in good faith the terms and conditions of a License Agreement until the end of the Term, incorporating at least the financial terms set forth in Appendix D to this Agreement ("**Appendix D**").

3.3. **Expiration of Option.** If Optionee fails to elect its Option prior to the expiration of the Election Period, or if the Parties fail to execute a License Agreement prior to expiration of the Term, Optionee's rights under this Agreement will automatically terminate, and Optionee will have no residual rights in the Patent Rights.

4. CONSIDERATION AND FEES

4.1 **Option Issue Fee**. Within thirty (30) days of the Effective Date, Optionee will pay to The Regents a non-refundable Option Issue Fee as specified in the Financial and Diligence Terms.

4.2 **Extension Fee.** Optionee may request a one (1) time extension of the Term for an additional three (3) months by paying to The Regents the Option Extension Fee set forth in the Financial and Diligence Terms prior to the expiration of the original Term.

5. PATENT PROSECUTION AND COSTS

5.1 **Ownership and Control**. The Patent Rights will be held in the name of The Regents, and handled by counsel of its choice. While The Regents controls all Patent Actions, it will provide Optionee with copies of official patent correspondence during the Term and consider Optionee's comments and suggestions in good faith. The Regents is not required to file, prosecute, or maintain the Patent Rights if Optionee is not current on its Patent Cost obligations.

5.2 **Patent Prosecution Requests and Costs.** Optionee must request any Patent Actions in writing at least sixty (60) days prior to the applicable patent office deadline. Optionee will bear all Patent Costs incurred during the Term via Advanced Payments based on estimated costs provided by patent counsel. Optionee's failure to timely provide written requests or pay Patent Costs will be deemed an election not to secure the applicable patent rights, and such patents/patent applications will be removed from the scope of Patent Rights.

6. TERMINATION

6.1. **Term**. Unless extended or earlier terminated in accordance with this Agreement, this Agreement will automatically terminate upon the expiration of the Term set forth in the Financial and Diligence Terms. In the event Optionee fails to timely exercise its Option prior to the end of the Election Period, The Regents reserves the right to terminate this Agreement prior to the end of the Term upon written notice.

6.2. **Early Termination for Cause**. If Optionee violates or fails to perform any material term of this Agreement, or enters into bankruptcy or insolvency proceedings, The Regents may give written notice of default to Optionee. If Optionee fails to cure such default within thirty (30) days of the notice date, this Agreement will automatically terminate.

6.3. **Accrued Obligations**. Termination will not relieve Optionee of its obligation to pay any monies owed at the time of termination and will not impair any accrued rights of The Regents.

SAMPLE

7. INDEMNIFICATION AND INSURANCE

7.1. **Indemnification.** Optionee will indemnify, defend, and hold harmless The Regents, The Regents' officers, employees, affiliates, and agents, and the sponsors of the research that led to, and the inventors of, the inventions claimed by the Patent Rights (each an "**Indemnitee**"), from and against any and all actions, claims, suits, losses, liability (including, but not limited to products liability), damages, demands, costs, fees, and expenses (including, but not limited to, all expenses associated with litigation up through final appeal) resulting from, or arising out of, the breach of this Agreement, negligence, intentional acts of Optionee or any party acting on its behalf. If The Regents, in its sole discretion, believes that there will be a conflict of interest or it will not otherwise be adequately represented by counsel chosen by Optionee to defend The Regents in accordance with this Section 7.1, then The Regents may retain counsel of its choice to represent it, and Optionee will pay all expenses for such representation.

7.2. **Insurance.** During the Term, Optionee agrees not to use or test any Licensed Products in or on human subjects. Optionee, at its sole cost and expense, will insure its activities in connection with any work performed hereunder and will obtain, keep in force, and maintain the following insurance: Commercial Form General Liability Insurance (contractual liability included) with limits as follows: Each Occurrence: $1,000,000; Products/Completed Operations Aggregate: $2,000,000; Personal and Advertising Injury: $1,000,000; General Aggregate (commercial form only): $2,000,000; and Worker's Compensation: as legally required in the jurisdiction in which Optionee is doing business. If the above insurance is written on a claims-made form, it must continue for three (3) years following termination or expiration of this Agreement. The insurance must have a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement. The coverage and limits above will not in any way limit Optionee's liability under Section 7.1 (Indemnification). Upon the execution of this Agreement, Optionee will furnish The Regents with certificates of insurance evidencing compliance with all aforementioned requirements. Such certificates will name The Regents as an additional insured(s) under the coverage described in this Section 7.2 and include a provision that the coverage will be primary and will not participate with, nor will be excess over, any valid and collectable insurance or program of self-insurance maintained by The Regents. The Regents will promptly notify Optionee in writing of any claim or suit brought against The Regents for which The Regents intends to invoke the provisions of Section 7 of this Agreement (Indemnification and Insurance). Optionee will keep The Regents informed of its defense of any claims pursuant to Section 7 of this Agreement (Indemnification and Insurance). Optionee will provide The Regents written notice if such insurance levels are reduced or cancelled within twenty four (24) hours of such reduction or cancellation of such insurance levels.

8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

8.1. **THE OPTION AND THE ASSOCIATED PATENT RIGHTS ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE REGENTS MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE INVENTION CLAIMED BY THE REGENTS' PATENT RIGHTS FOR A PARTICULAR PURPOSE.** Nothing in this Agreement will be construed as: (a) a warranty or representation by The Regents as to the validity or scope of any Patent Rights; or (b) a warranty or representation that anything made, used, sold or otherwise disposed of under any license of Patent Rights is or will be free from infringement of patents, copyrights, trademarks or any other forms of intellectual property rights or tangible property rights; or (c) an obligation to bring or prosecute actions or suits against third parties for patent, copyright or trademark infringement; or (d) conferring by implication, estoppel or otherwise any license or rights under any patents of The Regents other than Patent Rights as defined herein, regardless of whether such patents are dominant or subordinate to Patent Rights; or (e) an obligation of The Regents to furnish any know-how.

SAMPLE

8.2. **THE REGENTS WILL NOT BE LIABLE FOR ANY LOST PROFITS, COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST BUSINESS, ENHANCED DAMAGES FOR INTELLECTUAL PROPERTY INFRINGEMENT OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES SUFFERED BY OPTIONEE, ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ALL CAUSES OF ACTION OF ANY KIND (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY) EVEN IF THE REGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE REGENTS WILL NOT BE LIABLE FOR ANY DIRECT DAMAGES SUFFERED BY OPTIONEE OUT OF OR RELATED TO PATENT RIGHTS TO THE EXTENT ASSIGNED OR LICENSED BY THE REGENTS' INVENTORS TO THIRD PARTIES.**

9. NOTICES AND PAYMENTS

9.1. **Notices and Communications**. All notices, progress reports, and other communications required or permitted under this Agreement must be in writing and be sent to the respective addresses designated below. Payments due under this Agreement must be remitted via wire transfer in accordance with the instructions specified below.

9.2. **Effective Date of Notice**. Any notice or communication given pursuant to this Agreement will be deemed effective:

a. On the date of delivery if delivered in person;

b. Five (5) business days after deposit in the mail, if sent by first-class certified or registered mail, postage prepaid; or

c. On the next business day, if sent by overnight delivery or courier service.

9.3. **Change of Address**. Either party may change its designated address or wire transfer details at any time by giving written notice to the other Party in accordance with this Section.

DESIGNATED ADDRESSES & WIRE INSTRUCTIONS

For Notices to The Regents / UCLA:
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
Email: contracts@tdg.ucla.edu
Attn: Contracts Management Team
Ref: *UCLA Case No. 20xx-xxx*

For Wire Transfers to The Regents:
All payments due under this Agreement will be sent via wire transfer. Please reference the invoice number or UC Control Number on all wire transfers to ensure proper credit.

Wire:
Bank of America

SAMPLE

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

10. ASSIGNMENT

10.1 **Restriction on Assignment**. This Agreement is personal to Optionee. Optionee may not assign, transfer, or delegate any of its rights or obligations under this Agreement, whether by operation of law, merger, acquisition, change of control, or otherwise, without the prior written consent of The Regents. Any attempted assignment or transfer without such consent will be null and void.

11. USE OF NAMES AND TRADEMARKS

11.1 **Use of Names and Trademarks.** Nothing contained in this Agreement will be construed as conferring any right to either Party to use in advertising, publicity or other promotional activities any name, trade name, trademark, likeness, or other designation of the other Party (including a contraction, abbreviation or simulation of any of the foregoing). The Regents may list Optionee's name as an optionee of technology from The Regents without further identifying the technology. Unless required by law or unless the required authorizations are obtained in writing from an authorized official of The Regents, the use by Optionee of the name "The Regents of the University of California" or the name of any campus of the University of California in advertising, publicity or other promotional activities is expressly prohibited.

12. CONFIDENTIALITY

12.1 **Definition of Confidential Information**. During the Term of this Agreement, Optionee or The Regents may be exposed to information that is confidential and proprietary to the other Party. "Confidential Information" means information that has been clearly and conspicuously marked and identified as confidential, or which a reasonable person under the circumstances would deem to be confidential.

12.2 **Non-Use and Non-Disclosure Obligations**. Except as specifically provided in this Agreement to perform its obligations hereunder, neither Optionee nor The Regents will, either during the Term or at any time thereafter, use for its own benefit or for the benefit of any third person or entity, any Confidential Information acquired in the course of this Agreement. Optionee and The Regents will protect the secrecy of all Confidential Information received hereunder using at least the same degree of care as used for their own confidential and proprietary information, but in no event less than a reasonable standard of care. Neither Optionee nor The Regents will disclose Confidential Information to any third party, and will disclose Confidential Information only to their respective employees and agents who have a need to know such information for purposes of this Agreement and who are bound by obligations of

SAMPLE

confidentiality at least as restrictive as those stated herein.

12.3 **Exceptions and Permitted Disclosures**. Confidential Information will not include information that:

a. Was already known to or in the possession of Optionee or The Regents prior to disclosure by the other Party, as proven by written records;

b. Is or becomes generally known to the public other than as a result of a breach of this Agreement by Optionee or The Regents;

c. Is rightfully furnished or made known to Optionee or The Regents by a third party without any obligation of confidentiality; or

d. Is independently developed by Optionee or The Regents without access to or use of the Confidential Information, as proven by written records.

A "Permitted Disclosure" will occur when Confidential Information is disclosed: (i) with the prior written approval of the disclosing Party; (ii) pursuant to a valid order or requirement of a court, administrative agency, or other government or professional oversight body; or (iii) as required under the California Public Records Act. In the event of a disclosure required by legal or regulatory mandate (including the California Public Records Act), Optionee or The Regents (whichever is subject to the disclosure requirement) will, to the extent permitted by law, promptly notify the other Party of such request or requirement so that the other Party may contest the order or requirement, and only such Confidential Information will be disclosed as is necessary to comply therewith.

12.4 **Survival and Institutional Disclosures**. The provisions of this Section 12 will continue in effect for five (5) years following the expiration or earlier termination of this Agreement. Notwithstanding anything to the contrary herein, The Regents is free to release the terms and conditions of this Agreement 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 inventors of, the inventions claimed by the Patent Rights; and (iv) any co-owners of the Patent Rights. If such release is made, The Regents will give notice of the confidential nature of such information to the recipient.

13. MISCELLANEOUS

13.1 **Governing Law.** This Agreement will be interpreted, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws principles.

13.2 **Modification**. No amendment or modification of this Agreement is valid or binding on the Parties unless made in writing and signed by an authorized signatory of each Party.

13.3 **Severability**. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be modified to the minimum extent necessary to render it valid and enforceable and the remaining provisions of this Agreement will remain in full force and effect.

13.4 **Headings.** The headings of the sections of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

13.5 **Waiver.** No waiver by either Party of any breach or default of any of the agreements contained in this

SAMPLE

Agreement will be deemed a waiver as to any subsequent and/or similar breach or default.

13.6 **Independent Contractors.** In performing their respective duties under this Agreement, each of the Parties will be operating as an independent contractor. Nothing contained in this Agreement will in any way constitute any association, partnership, or joint venture between the Parties, or be construed to evidence the intention of the Parties to establish any such relationship. Neither Party will have the power to bind the other Party or incur obligations on the other Party's behalf without the other Party's prior written consent.

13.7 **Counterparts and Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution via electronic signature service or delivery via Portable Document Format (PDF) exchanges will be deemed legally binding on both Parties.

13.8 **Entire Agreement**. This Agreement (including the Financial and Diligence Terms table and Appendices A, B, C, and D) constitute the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, and understandings, whether oral or written.

(SIGNATURE PAGE FOLLOWS)

SAMPLE

Both The Regents and Optionee have executed this Agreement by their authorized officers on the dates written below:

OPTIONEE NAME	**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**
By:_____ *Signature*	By:_____ *Signature*
Name: _____ *(print name)*	Name:_____ (print name)
Title:_____	Title: Sr. Director **[Enter Correct Title]**
Date:_____	Date:_____

Email for execution: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:_____

Signature

Name: Amir Naiberg

Title: AVC Technology Development Group

Date: _____

SAMPLE

APPENDIX A

PATENT RIGHTS

1) UCLA CASE NO. [#] ("[INVENTION NAME]")

Provisional Patent Application No. [#] entitled, "**[INVENTION NAME]",** filed **[FILING DATE]** (UCLA Case No. **[UC CASE #]**).

U.S. Patent Application No. [#] entitled, "**[INVENTION NAME]",** filed **[FILING DATE]** (UCLA Case No. **[UC CASE #]**).

United States Patent No. [#] entitled, "**[INVENTION NAME]",** filed **[FILING DATE]** (UCLA Case No. **[UC CASE #])**.

SAMPLE

APPENDIX B

OPTIONEE CONTACT INFORMATION

Optionee Name		**UC Control No.**	
NOTICES CONTACT (See Section 9)			
LAST NAME		TELEPHONE	
FIRST NAME		FAX	
TITLE		EMAIL	
COMPANY NAME			
ADDRESS			
CITY, STATE, ZIP			
COUNTRY			
PATENT PROSECUTION CONTACT			
LAST NAME		TELEPHONE	
FIRST NAME		FAX	
TITLE		EMAIL	
COMPANY NAME			
ADDRESS			
CITY, STATE, ZIP			
COUNTRY			
FINANCIALS CONTACT			
LAST NAME		TELEPHONE	
FIRST NAME		FAX	
TITLE		EMAIL	
COMPANY NAME			
ADDRESS			
CITY, STATE, ZIP			
COUNTRY			

SAMPLE

APPENDIX C

PERMITTED ACTIVITIES

SAMPLE

APPENDIX D

PROPOSED LICENSE FINANCIAL TERMS

SAMPLE