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BERKELEY, CA 94720-1620 WWW: http://otl.berkeley.edu

[Date]

[Contact Name]

[Position]

[Company]

[Address 1]

[Address 2]

Re: Short-Term IP Rights Letter Agreement

UC Case Number Bxx-yyy

[Title]

Dear **Contact Name**:

This Short-Term IP Rights Letter Agreement (“**AGREEMENT**”) confirms the understanding that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**COMPANY**”) has reached with The Regents of the University of California (“**UC**”) regarding the above-cited invention(s) (“**TECHNOLOGY**”).

# **UC Obligations**: While this AGREEMENT is in effect, UC agrees to:

## Grant COMPANY the ?**exclusive**? right ?**in all fields of use**? to evaluate **TECHNOLOGY** for the purpose of commercializing **TECHNOLOGY** and obtaining a license to UC patent rights covering **TECHNOLOGY**;

## Enter into good-faith negotiations ?**exclusively**? with COMPANY for a license agreement ?**in all fields of use**? to the UC patent rights covering **TECHNOLOGY**;

## Take into consideration COMPANY’s suggestions in the patent application and prosecution for **TECHNOLOGY**in order to obtain the broadest claims and protection; and

## Not disclose to other parties that UC is negotiating a license with COMPANY.

# **COMPANY Obligations**: In consideration for these rights, COMPANY agrees to:

## ?**Pay UC $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** at the execution of this AGREEMENT and/or? Reimburse UC for all expenses incurred before and while this AGREEMENT is in effect that are related to the preparation, filing and prosecution of the patent application covering **TECHNOLOGY** ?**up to an amount not to exceed** **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**?;

## If this AGREEMENT is extended past its initial term (as specified in Paragraph 3), then (a) reimburse UC for all past un-reimbursed patent expenses and all future patent expenses incurred while this AGREEMENT is in effect, and (b) if at the onset of this extension, that amount is less than **$\_\_\_\_\_\_\_\_\_\_\_\_\_**, then pay UC a fee of **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** at the time of such extension; and

## Allow UC to publicly identify COMPANY’s name and contact information as an entity with which UC has an agreement that involves the commercialization of innovations developed at UC.

# **Duration**: The initial term of this AGREEMENT is **X months**, commencing on the date that this AGREEMENT is executed by both parties. By mutual agreement the duration of this AGREEMENT may be extended by a time period equal to the initial term of this AGREEMENT.

# **Expiration**: This offer to enter into this AGREEMENT expires thirty (30) days from the date of this letter agreement.

# **Confidentiality**: If these negotiations don’t result in a license agreement, then UC and COMPANY agree to keep all details of this negotiation in confidence for a period of five (5) years from the date of termination of this AGREEMENT, unless such detail becomes otherwise publicly available through no fault of COMPANY.

# **Scope**: With the exception of all confidential agreements executed with COMPANY, this AGREEMENT embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, whether oral or written, between the parties relating to the subject matter.

Return both originals of this AGREEMENT, and one fully executed original will be returned to you.

Sincerely,

[UC Berkeley person]

UC Berkeley Office of Technology Licensing

AGREED BY:

**[COMPANY NAME]**

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print)

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**The Regents of the University**

**of California**

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print)

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_