STARTUP IP LETTER AGREEMENT

[Company Name]
[Company Address]
Attn: [XXX]

Re: Startup IP Letter Agreement for the invention(s) UC Case No.: BK-20XX-XXX "Title"

Dear [XXX]:

This Startup IP Letter Agreement ("AGREEMENT"), effective on [Date] ("Effective Date"), confirms the understanding that [Company Name] ("COMPANY") has reached with The Regents of the University of California ("REGENTS") regarding the above-cited invention(s) ("DISCLOSED INVENTION").

While this AGREEMENT is in effect, REGENTS agrees to:

1. Grant COMPANY the **exclusive** right to evaluate the DISCLOSED INVENTION for the sole purpose of obtaining a commercial license;
2. Enter into good-faith negotiations **exclusively** with COMPANY for an exclusive license agreement or an option to an exclusive license to the REGENTS patent rights covering the DISCLOSED INVENTION;
3. Not engage other companies to (a) evaluate the DISCLOSED INVENTION for the purpose of licensing, or (b) negotiate a license agreement to the corresponding REGENTS patent rights, provided that the REGENTS reserves on behalf of itself and any other educational or nonprofit institutions the right to make, use, and practice the DISCLOSED INVENTION;
4. Take into consideration COMPANY's reasonable suggestions in the preparation of patent applications for the DISCLOSED INVENTION in order to obtain the broadest claims and protection; and
5. Not disclose to other parties the IP rights agreement that REGENTS has with COMPANY, including a description of the agreement terms or an identification of the IP rights.

for reference only

In consideration for these rights and for the period of **exclusivity**, COMPANY agrees to:

6. Pay REGENTS [XXX] dollars ($XXX) upon signing this AGREEMENT, which payment shall be a reimbursement to REGENTS for all past and future expenses that are related to the preparation, filing, prosecution and the maintenance of the patent application(s)/patent(s) covering the DISCLOSED INVENTION; and
7. Allow REGENTS to publicly identify COMPANY's name and contact information as an entity with whom REGENTS has an agreement that involves the commercialization of technology developed at REGENTS.

Any resulting license agreement between COMPANY and REGENTS covering DISCLOSED INVENTION will contain standard and customary terms, including, but not limited to, patent

cost reimbursements, license fees, royalty rates, minimum annual royalties, and performance diligence milestones.

The terms of this AGREEMENT are confidential while this AGREEMENT is in effect, and the five (5) years following the date of termination or expiration of this AGREEMENT, unless such terms become otherwise publicly available through no fault of COMPANY or REGENTS.

The term of this AGREEMENT is six (6) months, commencing on the Effective Date. The term of this AGREEMENT may be extended by mutual agreement of the parties, provided that COMPANY: 1) is not in breach of this AGREEMENT; and 2) is in good standing with this AGREEMENT, including all payments.

COMPANY may not assign or transfer this AGREEMENT.

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 hereof.

Please sign and return this AGREEMENT to my attention. One fully executed copy will be returned to you.

AGREED BY:

[Company Name]	**The Regents of the University of California**
By_____	By_____
Name_____ (Please Print)	Name_____ (Please Print)
Title_____	Title_____
Date_____	Date_____

for reference only