

UNIVERSITY OF CALIFORNIA, BERKELEY (UCB)
OFFICE OF TECHNOLOGY LICENSING



AGREEMENT CONCERNING COMPUTER PROGRAM LICENSING
AND DISTRIBUTION OF INCOME

Case No. B _____

Name of Computer Program: _____

Reference: University of California Policy on Copyright Ownership, August 19, 1992. Guidelines on University-Industry Relations, May 1989.

1. Creators assign to The Regents of the University of California (REGENTS), as represented by UCB Office of Technology Licensing, any right, title, and interest Creators may have in the Computer Program. Creators represent to REGENTS that Creators have not granted any rights in the Computer Program to any other person or entity. In the absence of overriding obligations to sponsors of research or to other third parties, REGENTS may reassign its rights to the Creators if UCB elects not to pursue the licensing of the Computer Program and the Creators are prepared to do so, and provided further that a shop right is granted to REGENTS for the Computer Program and its derivatives. This shop right includes a royalty free, non-transferable license in the Creators' copyright rights in the Computer Program and its derivative works for use of the Computer Program for all REGENTS' purposes at all REGENTS' sites. Reassignment of rights to Creators will apply only to the Computer Program as disclosed to UCB.
2. The UCB Office of Technology Licensing and Creators desire that the Computer Program be licensed in order that applications and uses of the Computer Program be made available for public use and benefit. Therefore, UCB will take such actions as it believes appropriate to make the Computer Program available for public use and benefit, but shall not be liable for any failure to generate income thereby. Creators agree to cooperate with UCB in its efforts to license the Computer Program and to protect UCB's interest in the Computer Program, including executing necessary documents, giving testimony, and providing pertinent information. Creators further agree not to publish the Computer Program source or object code until the later of five years after the date of this agreement or until the last to expire license terminates, without first conferring with and obtaining the agreement of the UCB Office of Technology Licensing.
4. In consideration of the foregoing, Net Royalties (Article 5) and Adjusted Net Royalties (Article 6) shall be distributed as follows:

CREATORS SHARE: 33 1/3% of Net Royalties
DEPARTMENT SHARE: 50% of Adjusted Net Royalties
UNIVERSITY SHARE: 50% of Adjusted Net Royalties

The Creators' Share is paid to the Creators or to the Creators' heirs, successors, or assigns. The Creators of Computer Program agree in writing to the distribution specified below. If no Creator shares are specified, then the shares shall be equal. Each department identified below will receive a distribution of the Department Share in the same proportion as the Creators' Shares for the Creator(s) designating the department. Creators may, by unanimous agreement and with concurrence of the Departments, reallocate the Department Share.

The Creators' Share and Department Share will be distributed as follows (attach additional sheet, if necessary):

Creator	Share (%)	Department for distribution of Department Share	Reallocated Dept. Share (%) (if applicable)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. "Net Royalties" are defined as gross monetary royalties, equity and fees from licensing of Computer Program, less 15% thereof for administrative costs, and less REGENTS' out-of-pocket costs for protecting and preserving REGENTS' ownership rights and for licensing, and less such other costs, taxes, or reimbursements, as may be necessary or required by law.
6. "Adjusted Net Royalties" are defined as Net Royalties less the following deductions:
 - (a) Creators' Share pursuant to Article 4 above, and
 - (b) A pro-rata portion of the Office of Technology Licensing administrative costs which could not be fully funded by the 15% deduction from gross monetary royalties, fees, and equity shares pursuant to Article 5 above.
7. The Creators' Share of Net Royalties received during a fiscal year (July 1 through June 30) will be distributed in November of the following fiscal year. In the event of any litigation, actual or imminent, or any other action necessary to protect REGENTS' rights in Computer Program, distribution may be withheld until resolution of the matter.
8. This Agreement will terminate if the UCB Office of Technology Licensing determines that the most appropriate form of protection for the intellectual property embodied in the Computer Program is through patenting, and if termination is necessary to allow for REGENTS to obtain assignment of patent rights as provided in the University of California Patent Policy. This Agreement, including royalty distributions, is subject to the University of California Patent Policy of both forms of protection are present.

AGREED AND ACCEPTED BY CREATORS: (Sign Below)

Signature Date

Signature Date

Address (Residence)

Address (Residence)

Signature Date

Signature Date

Address (Residence)

Address (Residence)