AGREEMENT CONCERNING DISTRIBUTION OF INCOME AND DEVELOPMENT OF UNPATENTED SOFTWARE (the "Agreement")

Note: if your software is patented your income will be distributed as per the Regents' Patent Policy described at https://policy.ucop.edu/doc/2500493/PatentPolicy

UCSF INNOVATION VENTURES
OFFICE OF TECHNOLOGY MANAGEMENT & ADVANCEMENT

CASE NO. SF:

Name and description of the technology: _____ (the "Technology")

Reference: University of California Campus License Distribution Plans for Unpatented Software (the "Software Policy") (attached).

1 The University of California San Francisco ("UCSF") and the developer(s) of the Technology who appear as signatories to this Agreement ("Developer(s)") desire that the applications and uses of the Technology be made widely available for public use and benefit through licensing by the Regents of the University of California ("The Regents") to industry or otherwise. The Developer(s) hereby confirm that they have signed the Patent Acknowledgment form and have thereby assigned to The Regents any right, title, and interest they may have in the Technology, including, but not limited to, patent, copyright, and tangible research materials, and assure The Regents that they have not granted any such rights in the Technology to any other person or entity.

2 For the purpose of this agreement and income distribution;
"Developer School" is defined as the school the Developer was affiliated to when developing the Technology.
"Developer Department" is defined as the department the Developer was affiliated to when developing the Technology.
"Developer Lab" is defined as the lab, unit or group in which the Technology was developed by the Developer.
"Net License Income" is defined as gross license income less the costs of protecting, preserving and licensing of intellectual property rights, and such other costs, taxes, or reimbursements as may be necessary or required by law.

3 UCSF and The Regents shall take such actions as appropriate to make the Technology available for public use and benefit, but shall not be liable for any failure to generate income thereby.

4 The Developer(s) agree to cooperate with The Regents to secure and protect The Regents' interest in the Technology, including executing copyright assignment and other documents, giving testimony, and providing pertinent information; provided, however, that if any expenses are incurred by the Developer(s) in providing such cooperation, such expenses shall be paid by UCSF.

5 Considering the foregoing, Net License Income will be distributed as outlined in the Software Policy.

6 When there are two or more Developers, each Developer shall share equally in the Developers' share of Net License Income in accordance with the Software Policy unless all the Developers have agreed irrevocably in writing to a different distribution as presented here:

Developer Name	**Developer School**	**Developer Department**	**Developer Lab**	**Developer share of Net License Income (%)**	**Developer Initials and Date**
				Total:100%	

If more than three developers, see Appendix A

The Developer(s) of the **unpatented software**; may distribute the Net License Income from the Technology by selecting either Option A or Option B as defined in the Software Policy. Each Developer must complete the following table to indicate their choice

Instruction: Please refer to the Software Policy (attached) for a description of "unpatented software."

Developer Name	**Option A or Option B** *Note: Option A and B as defined in accordance with Section I of the Software Policy*	**Developer share of Net License Income donated to Developer Lab (%)** *Note: Complete if Option B is selected*	**Developer Lab**	**Developers Initials and Date**

If more than three developers, see Appendix B

7 In the event it is determined by UCSF that any Developer named above is not a developer of the technology, the Developer(s) agree that the percentage of Net License Income set forth above for that Developer received by UCSF for the unpatented software will be distributed proportionately among the remaining Developers according to the shares under this agreement unless and until a new letter is executed by all Developers and provided to UCSF Office of Technology Management.

8 In the event it is determined by UCSF that there are additional Developer(s) not listed in this agreement, an amended distribution agreement shall be executed by all Developers to include such additional Developer(s).

9 Additionally, the Developers understand that the above distribution of Net License Income will remain in full force and effect unless and until there is a change of Developers (as set forth above) or the Developers execute a new letter setting forth a new distribution and provide it to UCSF Office of Technology Management; however, any new letter will be implemented at the discretion of UCSF.

10 The Regents agrees to pay the Developer(s) their share of Net License Income received in a university fiscal year within five (5) months of the close of the fiscal year. In the event of any litigation, actual or imminent, or any other action to protect rights in the Technology, The Regents may withhold distribution and impound Net License Income until resolution of the matter.

11 The Developer(s) shall have the right to examine The Regents' financial records regarding the Technology upon prior written request but no more than once per calendar year.

12 Each Developer agrees that this request is irrevocably binding on him/herself, his/her estate and his/her heirs and assignees.

The signatures below confirm the Developers' agreement and acceptance of this revised distribution.

AGREED AND ACCEPTED: (sign below)

Developer Name:

Developer Signature:

Date:

Employee ID Number:

Address (Residence):

Developer Name:

Developer Signature:

Date:

Employee ID Number:

Address (Residence):

Developer Name:

Developer Signature:

Date:

Employee ID Number:

Address (Residence):

If more than three developers, see Appendix C

Appendix A:

Developer Name	Developer School	Developer Department	Developer Lab	Developer share of Net License Income (%)	Developer Initials and Date
				Total:100%	

Appendix B:

Developer Name	**Option A or Option B** *Note: Option A and B as defined in accordance with Section I of the Software Policy*	**Developer share of Net License Income donated to Developer Lab (%)** *Note: Complete if Option B is selected*	**Developer Lab**	**Developers Initials and Date**

Appendix C:

Developer Name:

Developer Signature:

Date:

Employee ID Number:

Address (Residence):

Developer Name:

Developer Signature:

Date:

Employee ID Number:

Address (Residence):

Developer Name:

Developer Signature:

Date:

Employee ID Number:

Address (Residence):

Developer Name:

Developer Signature:

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Employee ID Number:

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Employee ID Number:

Address (Residence):

Developer Name:

Developer Signature:

Date:

Employee ID Number:

Address (Residence):

Developer Name:

Developer Signature:

Date:

Employee ID Number:

Address (Residence):

Appendix C (continued):

Developer Name:

Developer Signature:

Date:

Employee ID Number:

Address (Residence):

Developer Name:

Developer Signature:

Date:

Employee ID Number:

Address (Residence):