AGREEMENT CONCERNING DISTRIBUTION OF INCOME AND DEVELOPMENT OF TECHNOLOGY

UCSF INNOVATION VENTURES – OFFICE OF TECHNOLOGY MANAGEMENT & ADVANCEMENT
600 16th Street, Suite S-272
Box 2142
San Francisco, CA 94143
(for Fed-Ex use postal code 94158)

CASE NO. SF:

Name of Technology:

Reference: University of California Patent Policy as revised

1. The University of California San Francisco ("UCSF") and Inventors desire that the above Technology be licensed by The Regents of the University of California ("The Regents") to industry in order that the applications and uses of the Technology be made widely available for public use and benefit. Inventors therefore assign to The Regents any right, title, and interest he or she may have in the Technology, including, but not limited to, patent, copyright, and tangible research materials, and assure The Regents that he or she has not granted any such rights in Technology to any other person or entity. The term "tangible research materials" refers to research results that are in tangible form as distinct from intangible (or intellectual) property rights. Examples include computer software, biological organisms, engineering prototypes, drawings, and other property that can be physically distributed.

2. 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.

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

4. Considering the foregoing, net royalty income will be distributed to Inventors according to the practice under The Regents' Patent Policy described at http://policy.ucop.edu/doc/2500493/PatentPolicy.

5. When there are two or more Inventors, each Inventor shall share according to his/her respective applicable patent policy in the Inventors' share, unless all the Inventors have agreed irrevocably in writing to a different distribution as presented here:

Inventor Name (Print):

Inventor Share (%):

Inventor Initials:

Inventor Name (Print):

Inventor Share (%):

Inventor Initials:

Inventor Name (Print):

Inventor Share (%):

Inventor Initials:

***If there are more than three inventors, see Appendix A*

6. In the event it is determined by UCSF that any inventor named above is not an inventor of the technology, we agree that the percentage of licensing revenue set forth above for that inventor received by UCSF for that patent or patent application will be distributed proportionately among the remaining inventors according to the shares under this agreement unless and until a new letter is executed by all inventors and provided to UCSF at the address above.

7. In the event it is determined by UCSF that there is a new additional inventor for the technology (including continuation-in-part applications that incorporate new data and name additional inventors), an amended distribution agreement executed by all inventors on this case will be necessary to encompass any new inventor should he/she want to participate in this non-standard inventor share distribution. If the new inventor does not want to participate in this non-standard distribution, effective with when the new inventor is added, the standard procedure set forth in the UC Patent Policy (i.e., distributing the inventor share per the patent policy) will be applied to that inventor's share and the non-standard distribution will be applied to the inventors named above.

8. Additionally, we understand that the above percentages will remain in full force and effect unless and until there is a change in inventorship (as set forth above) or we execute a new letter setting forth new percentages and provide it to UCSF at the address above; however, any new letter will be implemented at the discretion of UCSF.

9. The Regents agrees to pay Inventors their share of net royalties 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 Technology, The Regents may withhold distribution and impound royalties until resolution of the matter.

10. Inventors shall have the right to examine The Regents' financial records regarding Technology upon prior written request.

11. Each inventor agrees that this request is irrevocable binding on himself/herself, his/her estate and his/her heirs.

The signatures below confirm our agreement and acceptance of this revised distribution.

AGREED AND ACCEPTED: (sign below)

Inventor Signature:

Date:

Inventor Name (Print):

Employee ID Number:

Address (Residence):

Inventor Signature:

Date:

Inventor Name (Print):

Employee ID Number:

Address (Residence):

Inventor Signature:

Date:

Inventor Name (Print):

Employee ID Number:

Address (Residence):

***If there are more than three inventors, see Appendix B*

Appendix A:

Inventor Name (Print):
Inventor Share (%):
Inventor Initials:

Inventor Name (Print):
Inventor Share (%):
Inventor Initials:

Inventor Name (Print):
Inventor Share (%):
Inventor Initials:

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Inventor Initials:

Inventor Name (Print):
Inventor Share (%):
Inventor Initials:

Inventor Name (Print):
Inventor Share (%):
Inventor Initials:

Appendix B:

Inventor Signature:

Date:

Inventor Name (Print):

Employee ID Number:

Address (Residence):

Inventor Signature:

Date:

Inventor Name (Print):

Employee ID Number:

Address (Residence):

Inventor Signature:

Date:

Inventor Name (Print):

Employee ID Number:

Address (Residence):

Inventor Signature:

Date:

Inventor Name (Print):

Employee ID Number:

Address (Residence):

Inventor Signature:

Date:

Inventor Name (Print):

Employee ID Number:

Address (Residence):

Inventor Signature:

Date:

Inventor Name (Print):

Employee ID Number:

Address (Residence):

Inventor Signature:

Date:

Inventor Name (Print):

Employee ID Number:

Address (Residence):

Inventor Signature:

Date:

Inventor Name (Print):

Employee ID Number:

Address (Residence):

Inventor Signature:

Date:

Inventor Name (Print):

Employee ID Number:

Address (Residence):