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\_\_\_\_\_ 2009

Name, Title  
Company, Inc.  
Address  
City, ST Zipcode

**Via FedEx**

Subject: Letter Agreement  
Case: Title of Invention  
Case ID: SDXX-XXX

Dear Dr. Xxxxx,

The Regents of the University of California ("UNIVERSITY"), represented by its San Diego campus Technology Transfer & Intellectual Property Services (9500 Gilman Drive, La Jolla, CA 92093-0910) is pleased to offer **Company, Inc** ("COMPANY") the opportunity to enter into a Letter Agreement to exclusively negotiate with UNIVERSITY for a license or option to a license to the above-referenced invention ("Invention").

This offer shall be open for thirty (30) days from the date of this letter ("Offer Period"). This offer shall be deemed to be accepted by COMPANY on the date ("Effective Date") when an executed original of this letter is received by UNIVERSITY at the above address. If this offer is not accepted by COMPANY during the Offer Period, the offer shall automatically lapse.

The Letter Agreement has the following terms and conditions:

1. The Letter Agreement shall have a term ("Negotiation Period") beginning on the Effective Date and expiring \_\_\_ months from that date, unless extended in writing by mutual agreement of COMPANY and UNIVERSITY.
2. UNIVERSITY and COMPANY shall negotiate exclusively and in good faith for the issuance of a license or an option to a license to the Invention during the Negotiation Period for the field of use of \_\_\_\_\_.
3. COMPANY shall reimburse UNIVERSITY for past and future patent costs incurred to obtain and/or maintain patent protection for the Invention. Past patent costs to date are approximately US\$ \_\_\_\_\_. Future patent costs are patent costs accrued during the Negotiation Period to obtain and/or maintain patent protection for the Invention. COMPANY shall pay UNIVERSITY within thirty (30) days of the

date on any invoice sent by UNIVERSITY to COMPANY for such reimbursement. Nonpayment of any such invoice shall be deemed to be a material breach of the Letter Agreement, and UNIVERSITY, at their option, may terminate the Letter Agreement by written notification to COMPANY. COMPANY'S obligation to reimburse UNIVERSITY for any patent costs relating to the Invention and accrued during the Negotiation Period shall survive the termination of the Letter Agreement and shall remain the liability of COMPANY until paid or otherwise discharged by COMPANY.

4. If a license or option to take a license in the Invention is entered into by and between COMPANY and UNIVERSITY, the Letter Agreement shall terminate on the date such license or option becomes effective.
5. The Secrecy Agreement entered into on \_\_\_\_\_ by and between COMPANY and UNIVERSITY shall remain in force during the Negotiation Period.
6. If the Letter Agreement becomes terminated by reason of expiration of the Negotiation Period or extension thereof, or nonpayment by COMPANY of any invoice for patent costs, then UNIVERSITY shall have no further obligation to COMPANY with respect to the Invention.
7. Neither the Letter Agreement nor any activity conducted pursuant to it shall be construed as granting any license or option to take a license to the Invention or any patent or patent application arising from or relating to the Invention.
8. The parties agree that this Letter Agreement may be executed by facsimile and in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Sincerely,

Jane Moores, Ph.D.  
Assistant Vice Chancellor – Technology Transfer

ACCEPTED:

By: \_\_\_\_\_

Name: \_\_\_\_\_  
[Please Print]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copy:        *File*