

UNIVERSITY OF CALIFORNIA, LOS ANGELES

UNIVERSITY OF CALIFORNIA, LOS ANGELES

ASS

AA

UNIVERSITY OF CALIFORNIA, LOS ANGELES

UNIVERSITY OF CALIFORNIA, LOS ANGELES

181

UNIVERSITY OF CALIFORNIA, LOS ANGELES

11

AGREEMENT TO RELEASE RIGHTS AND OBTAIN REPRESENTATION FROM UNIVERSITY OF CALIFORNIA FOR THE AGENCY'S WORK PRODUCT

1.1 PURPOSE AND SCOPE

This License Agreement ("License") is entered into by and between the UNIVERSITY OF CALIFORNIA ("UC") and the AGENCY ("AGENCY") for the purpose of releasing to the AGENCY all rights in and to the work product ("Work Product") created by UC employees, students, or independent contractors ("UC Personnel") in the course of their duties or activities for the AGENCY, and for the purpose of obtaining representation from UC Personnel for the AGENCY's work product.

The Work Product includes all inventions, discoveries, designs, drawings, software, code, data, reports, documents, and other materials, whether or not patentable, and whether or not they are embodied in a physical form, that are created by UC Personnel in the course of their duties or activities for the AGENCY, and that are owned by UC.

The License grants to the AGENCY a non-exclusive, non-transferable license to use, reproduce, distribute, and otherwise exploit the Work Product for the AGENCY's internal and external business purposes, and to make such use, reproduction, distribution, and exploitation of the Work Product as may be necessary to carry out the AGENCY's business.

The License does not grant to the AGENCY any ownership or other intellectual property rights in the Work Product, and the Work Product shall remain the property of UC. The License also does not grant to the AGENCY any right to use, reproduce, distribute, or otherwise exploit the Work Product for any purpose other than the AGENCY's internal and external business purposes.

The License is subject to the terms and conditions set forth in this License Agreement, and the AGENCY agrees to release rights and obtain representation from UC Personnel for the AGENCY's work product.

UC hereby agrees that it shall not use the name of the AGENCY or any of its logos, trademarks, or service marks in any manner that would be likely to cause confusion or to suggest an endorsement or approval by the AGENCY of the products or services of UC.

The License shall terminate automatically upon the termination of the AGENCY's business, and the AGENCY shall be deemed to have assigned all rights in and to the Work Product to UC upon such termination.

The License shall be governed by the laws of the State of California, and any dispute arising out of or in connection with this License shall be subject to the exclusive jurisdiction of the courts of the State of California.

This agreement is entered into by and between the UNIVERSITY OF CALIFORNIA and the AGENCY, and the consent of the undersigned representatives of each party is hereby given.

IN WITNESS WHEREOF, the UNIVERSITY OF CALIFORNIA and the AGENCY have hereunto set their hands and seals on this day of _____, 20__.

UNIVERSITY OF CALIFORNIA: _____

AGENCY: _____

IN WITNESS WHEREOF, the UNIVERSITY OF CALIFORNIA and the AGENCY have hereunto set their hands and seals on this day of _____, 20__.

UNIVERSITY OF CALIFORNIA: _____

AGENCY: _____

IN WITNESS WHEREOF, the UNIVERSITY OF CALIFORNIA and the AGENCY have hereunto set their hands and seals on this day of _____, 20__.

UNIVERSITY OF CALIFORNIA: _____

the date of termination. In addition, the UNDOF

UNDOF
UNDOF
UNDOF

The amount of

UNDOF
UNDOF
UNDOF

UNDOF
UNDOF
UNDOF

Addendum

This addendum is required by the Board of Trustees.

Education,
and experience.

training, and experience.

only, within the limits.

training, and

marshall, mc

the UNIVERSITY

the UNIVERSITY

the UNIVERSITY