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Office of Intellectual Property

11000 Kinross Avenue Ste 200

Los Angeles, CA 90095-1406

Attn: Director

Ref: Ready to sign license

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The Regents of the University of California

 University of California, Los Angeles

 Office of Intellectual Property

 11000 Kinross Avenue, Suite 200

Los Angeles, CA 90095-1406

 Attention: Director

 Ref: UC Case No. 2010-667.

Notice shall be effective (a) on the date of delivery if delivered in person, (b) five (5) days after mailing if mailed by first-class certified mail, postage paid, or (c) on the next business day if sent by overnight delivery. Either party may change its designated address by written notice.

12. **Miscellaneous**
(a) This Agreement and **Appendix A - Price List** embodies the entire understanding of the parties and supersedes all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound thereby;

(b) Licensee will not use any name, trade name, trademark or other designation of The Regents’ or its employees (including contraction, abbreviation or simulation of any of the foregoing) in advertising, publicity or other promotional activity. Unless required by law, Licensee is expressly prohibited from using the name "The Regents of the University of California" or the name of any campus of the University of California in advertising, publicity, or other promotional activity, without written permission of The Regents;

(c) THIS AGREEMENT IS TO BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, but the scope and validity of any copyright will be governed by the applicable laws of the country of the copyright registration;

(d) The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement

(e)The waiver of any breach of any term of this Agreement does not waive any other breach of that or any other term.

(f) If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable as long as a party's rights under this Agreement are not materially affected. In lieu of the unenforceable provision, the parties will substitute or add as part of this Agreement a provision that will be as similar as possible in economic and business objectives as was intended by the unenforceable provision.

(g) No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than The Regents and the Licensee any rights, remedies or other benefits under, or by reason of, this Agreement.

(h) In performing their respective duties under this Agreement, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the power to bind the other party or incur obligations on the other party’s behalf without the other party’s prior written consent.

(i) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.  Facsimile, Portable Document Format (PDF) or photocopied signatures of the Parties will have the same legal validity as original signatures.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By

 *Signature*

Name: Emily W. Loughran

Title: Director, Licensing

Date:

**LICENSEE**:

(Please enter the legal name above, sign, and complete the fields below – this is the address we will use for all notices and it must be completed.)

By

 *Signature*

Date:

Name:

Title:

Address: (no PO boxes, please):

Address 1

Address 2:

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Email:

Telephone:

**APPENDIX A - PRICELIST**

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|  |  |
| --- | --- |
| **Number of Instruments/ Number of Patients** | **Cost** |
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| 50 - 300 | $1.30/instrument |
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