REAL PROPERTY
Section: 440-4
Effective: 04/01/1998
Supersedes: Not Applicable
Review Date: TBD
Issuance Date: 04/01/1998
Issuing Office: Real Estate Development (RED)

LICENSED REAL PROPERTY

I. REFERENCES AND RELATED POLICIES

A. Section 100.4 (jj) of the Standing Orders of The Regents of the University of California
B. UCSD Revised Long Range Development Plan - 1989
C. UCSD Medical Center (Hillcrest) Long Range Development Plan - 1995
D. UCSD Policy and Procedure Manual (PPM)

   300-40 Recharge and Other Income Producing Activity

   420-5 Special Uses for Undeveloped Lands

   510-1 Use of University Properties

      II.C Related Policies
      IV.D. Contracted Essential Services
      IV.M. Conference Services

   516 Environment, Health & Safety

   523-2 Purchasing

II. SCOPE

A. The Regents as Licensor

Transactions concerning the restricted access, use and/or occupancy of University real property by an external entity require a license agreement between The Regents of the University of California (The Regents) and the external entity. The Regents (Licensor) on behalf of a UCSD/UCSDMC department/entity conveys to an external entity (Licensee) limited and revocable rights to access, use and/or occupy a specific real property owned by the University.

B. The Regents as Licensee

Transactions concerning the restricted access, use and/or occupancy of non-University real property by a UCSD/UCSDMC department/entity require a license agreement. The external entity (Licensor) gives The Regents (Licensee) on behalf of the UCSD/UCSDMC department/entity limited rights to access, use and/or occupy a specific real property owned by the external entity.

III. POLICY

All requests or inquiries regarding the licensing of real property should be directed to Real Estate Development (RED). No commitment may be made on behalf of the University, either orally or in writing, except by persons having formal delegations of authority for real property contract execution.
Persons making unauthorized commitments may be held personally responsible for financial commitments.

IV. DEFINITIONS

For purposes of this issuance, the following terms shall be defined as follows:

A. Common Definitions

1. Initiating Party - either a UCSD/UCSDMC department/entity or an external entity. However, for purposes of this Section, an Initiating Party is a UCSD/UCSDMC department/entity requesting preparation and issuance of a license agreement.

   NOTE: In the event the Initiating Party is an external entity that requests the preparation and issuance of a license agreement but is not sponsored by a UCSD/UCSDMC department/entity, as defined below, a different procedure, not specifically addressed herein but available from Real Estate Development (RED) by request, will apply.

2. Fixture - items of personal property attached to real property in such a manner as to become real property and of a regulated and/or fiduciary nature.

3. License - limited and revocable rights to access, use, and/or occupy real property.

4. License Agreement - the contractual document recording the terms and conditions of the License as negotiated between the parties and in accordance with University policy.

5. Personal Property - movable property; any property which is not real property.

6. Real Property - lands, buildings, and fixtures as defined above.

B. The Regents as Licensor

1. Licensed Property/Licensable Property - University owned property licensed or available for licensing. Such property includes, but is not limited to, the following categories and corresponding examples:

   a. Developed Outdoor Land - Example: Paved parking lots under the management of Transportation/Parking Services

   b. Undeveloped Outdoor Land - Example: Vacant dirt lots

   c. Indoor Space - Example: Price Center Food and Specialty Vendors

2. Licensee - an individual or external entity granted permission via a written and properly executed contract to use Licensable Property. Examples of an external entity include but are not limited to the following: 1) government entities: city, county, state, or federal governments; 2) business entities: corporations; partnerships; sole proprietorships; limited liability companies; 3) charitable organizations; and 4) the various branches of the U.S. military.

3. Licensor - The Regents on behalf of the UCSD Campus, UCSDMC, and/or a particular UCSD/UCSDMC department/entity

C. The Regents as Licensee

1. Licensed Property/Licensable Property - real property owned by the external entity and the subject of the corresponding license agreement.
2. Licensee - The Regents on behalf of the UCSD Campus, UCSDMC, and/or a particular UCSD/UCSDMC department/entity.

3. Licensor - an individual or external entity granting permission to the University, via a written and properly executed contract, to use Licensable Property. Examples of an external entity include but are not limited to the following: 1) government entities: city, county, state, or federal governments; 2) business entities: corporations; partnerships; sole proprietorships; limited liability companies; 3) charitable organizations; and 4) the various branches of the U.S. military.

V. GUIDELINES

A. Time Frame

The time frame for processing a license agreement varies due to the responsiveness and availability of all parties. Ideally, the full execution of a simple license agreement may take from one to four weeks. One that requires 1) review and/or approval by the Office of the President, the Office of the General Counsel of The Regents, The Regents in the case of a Regents’ Item, the UCSD Campus/Community Planning Committee (C/CPC), the Marine Sciences Campus/Community Planning Committee (MSC/CPC), or a governmental entity; 2) preparation of an Initial Environmental Study or an Environmental Impact Report (not to be confused with an Environmental Impact Classification); or 3) analysis of any physical planning issue(s) will extend the time frame to approximately 2-6 months.

B. Sponsorship

A license activity requiring the preparation of a license agreement by RED and concerning the use of University developed or undeveloped lands or facilities by an external entity must be sponsored by a UCSD/UCSDMC department/entity. The purpose of such sponsorship is to ensure the proposed activity is in the best interest of the University and surrounding community. It is the responsibility of the sponsoring department/entity to 1) ensure the proposed activity is a) either directly or indirectly beneficial to the University, b) adheres to all University policies and c) undergoes an adequate evaluation process prior to submission to RED; 2) serve as liaison between the University and the Licensee; and 3) assume the role of internal advocate for the proposed activity. The sponsoring department/entity shall act reasonably and responsibly with respect to its support of the proposed use which must be within the scope and mission of the University. If the sponsoring department/entity is negligent with respect to such responsibility, UCSD’s Risk Management will look to the sponsoring department/entity to cover all or a portion of the economic losses that may result from such negligence.

In the event the proposed activity involves the use of property that relates to an overall benefit to the Campus and/or the community, but is not directly involved with an existing University activity, the Office of the Vice Chancellor of Development and University Relations or the Office of the Chancellor will be asked to assume the responsibilities of sponsorship.

C. Approvals

Depending upon the nature of the license agreement, it may be reviewed by 3 to 12 or more parties/departments/agencies as indicated in Part VIII.A.5. below. Any one of these reviews may result in a denial of the approval of the proposed license activity.

VI. JURISDICTION

A. The Regents as Licensor

Numerous UCSD and/or UCSDMC departments are responsible for contracts that concern or address the subject of University property and its use. Therefore, criteria in the form of the
following questions are provided to the reader to establish whether RED is the appropriate office to handle a specific agreement:

- Is an external entity involved?
- Is the property real property and/or a real property fixture, as defined in Part IV.A.2. above, and not personal property?
- Are the rights of the external entity restricted or limited?
- Is the use of the real property primary and not incidental?

A positive response to all of the questions above would indicate RED as the appropriate office to handle a specific agreement.

To determine if RED is the appropriate office to handle an agreement pursuant to this Section, the following two lists are provided:

1. Specific types of licenses handled by RED
   a. Event Parking Licenses - use of University paved parking lots or vacant dirt lots for an external entity's limited use. Please note that although all parking lots are administered by Transportation/Parking Services, RED assists in the development and processing of this type of license agreement.
   b. Price Center/Student Center Food and Specialty Vendor Contracts - use of retail space at the Price Center or Student Center by an external entity to provide services to the general University population.
   c. Telecommunications Licenses - use of the University's telecommunications facilities and infrastructure and/or other properties by an external entity. Examples of this category include, but are not limited to, the following:
      i. Mt. Soledad Antennae Site agreements
      ii. Conduit agreements
      iii. Roof top agreements (PCS, Cellular, Paging, etc. installations)
      iv. Cable tv agreements
   d. ATM Services Licenses - use of University real property for the installation/housing of ATM machines that are either outdoor installations or interior fixtures and owned and operated by an external entity.
   e. Construction Staging Licenses - use of paved parking lots or vacant dirt lots, separate from the corresponding construction site, by an external entity in connection with University related construction projects.
   f. Research Related Licenses - use of University real property for research related projects of either an external entity or a joint program between the external entity and the University.
   g. Black’s Beach Access Licenses - use of the access road and parking lot at Black’s Beach by owners of designated residences in the La Jolla Farms development.
   h. Gliderport Activities - use of the vacant lot owned by the University which is adjacent to the Torrey Pines Glider Port and used for glider activities.
   i. Miscellaneous Licenses - use of University real property not listed above as determined on a case by case basis by RED.
2. Other agreements concerning use of University property but handled by other UCSD departments

   a. Purchasing Services - (Refer to PPM Section 523-2) - Purchasing Services handles purchase contracts for items of personal property or services to be furnished to the University. Such purchase contracts involve, but are not limited to, the provision of telephone booths, newsstands, and food carts which are considered personal property rather than real property.

   b. Conference Services (Refer to Section 510-1 IV.M) - Conference Services handles use of specific University facilities (classrooms, conference rooms, auditoriums, outdoor areas, housing facilities) by a non-University group through a Request for Use of University Facilities/Sponsorship form.

   c. University Events - University Events handles use of University real property in connection with promotional activities/events.

   d. Sports Facilities/Student Affairs - Sports Facilities/Student Affairs handles agreements concerning use of real property sports facilities such as the Main Gymnasium Complex, the Rec Gymnasium Complex, RIMAC, Canyonview, the Alex G. Spanos Facility, and the various sports fields on campus.

   e. University Centers - The University Centers handle agreements concerning use of real property event facilities, such as the Price Center Ballroom, Conference Rooms, Plaza Student Center Program areas, and various University Centers facilities on campus.

B. The Regents as Licensee

1. RED handles license agreements that involve the use of an external entity’s real property by the University. Examples of such license agreements are as follows:

   a. Research License Agreements - use of an external entity’s real property for purposes of staging or conducting a research activity, etc. in connection with University research.

   b. Telecommunications License Agreements - use of an external entity’s telecommunications facilities and/or other related properties by the University.

   c. Storage License Agreements - use of an external entity’s real property for purposes of storing research equipment or equipment connected with a University educational program. Please note this category does not include storage that can be accomplished via commercial means.

   d. Miscellaneous - use of an external entity’s real property not listed above as determined on a case by case basis by RED.

2. RED does not handle the following types of agreements:

   a. Use Agreements - use of an external entity’s medical or clinical space on a limited basis, both time wise and space wise.

   b. Service Agreements - agreements where University employees provide services to an external entity at the entity’s location.

VII. FINANCIAL POLICIES

A. The Regents as Licensor
1. User Fees
   a. Depending on the nature of the license agreement, a fee may be charged to the Licensee as consideration for the use of the University real property. All fees shall cover the University costs of providing such use which shall be determined by RED and/or the Initiating Party. Prior to the full execution of the license agreement, the Initiating Party may be required to confirm in writing, by means of a Data and Approval Sheet or some other written form, that the amount of such fee is acceptable.
   b. The basis of the user fee is not considered a recharge activity or other income producing activity as described in PPM Section 300-40; however, a user fee may include recharge activity fees or other income producing activity fees.

2. License Agreement Costs

   In the event the approval process for a license agreement requires review by UCSD’s Environment, Health & Safety (EH&S) and/or Facilities Design & Construction (FD&C) departments, the Initiating Party will be responsible for all costs incurred for review and inspection of the University real property. The responsibility for any other costs associated with processing the license agreement will be determined on a case by case basis at the time of such processing.

3. Possessory Interest Tax

   The Licensee may be liable for payment of possessory interest taxes related to its use of University real property.

B. The Regents as Licensee

1. Fees

   Depending on the nature of the license agreement a fee may be required as consideration for the use of the external entity’s real property. Such fee shall be the financial responsibility of the Initiating Party. Prior to the full execution of the license agreement, the Initiating Party will be required to confirm in writing, by means of a Data and Approval Sheet (to be defined below) or some other written form, that it accepts the responsibility of paying such fee per the terms of the license agreement.

2. License Agreement Costs

   In the event the approval process for a license agreement requires review by UCSD’s Environment, Health & Safety (EH&S) and/or UCSD’s Facilities Design & Construction (FD&C) Departments, the Initiating Party will be responsible for all costs incurred for review and inspection of the external entity’s real property. The responsibility for any other costs associated with processing the license agreement will be determined on a case by case basis at the time of such processing.

VIII. PROCEDURES - (Refer to Exhibit A and Exhibit B for flowchart of procedures for The Regents as Licensor and Licensee, respectively)

A. Initial License Agreement

1. Initial Request (Responsible Party: Initiating Party)

   Prior to commencement of the proposed license activity, the Initiating Party shall notify RED of the proposed license activity and request the preparation of a license agreement or, in the case where a license agreement has already been prepared by the external entity, the review and processing of the license agreement on behalf of
the University. To ensure an appropriate license agreement is prepared, reviewed and processed in a timely manner, it is recommended that the Initiating Party provide such notice to RED at the onset of any discussions of the proposed license activity between the Initiating Party and the external entity.

2. Information Sheet (Responsible Party: Initiating Party)

In the case where RED is to prepare a license agreement and upon notification of the proposed license activity, RED will send an Information Sheet (Refer to Exhibit C or Exhibit D, as applicable) to the Initiating Party. The Information Sheet provides RED with basic information about the parties and the proposed license activity. (Detailed information, if required, will be provided in the negotiation process.) The form must be completed in its entirety by the appropriate representative of the Initiating Party and signed by the department chair or equivalent to indicate acknowledgment and approval of the proposed license activity. In the case where the license agreement has already been prepared by the external entity, RED may still request acknowledgment and approval of the proposed license activity in some written form.

3. Negotiations (Responsible Party: Initiating Party)

If RED is to draft a license agreement and depending upon the nature of the proposed license activity, formal negotiations between the parties may be required to determine the more detailed terms and conditions of the proposed license activity. It is the primary responsibility of the Initiating Party to negotiate such terms and conditions and to provide this information in written form to RED. If required or requested by the Initiating Party, RED will assist in the negotiations and/or any related business decisions.

4. Drafting of the License Agreement (Responsible Party: RED)

If RED is to draft a license agreement, it will begin such process once it receives the Information Sheet and, if required, the detailed terms and conditions in written form as referenced in Paragraph 3. above.

5. Review Process (Responsible Party: RED)

a. SPECIFIC TO LICENSE AGREEMENTS WITH THE REGENTS AS LICENSOR

RED will submit the draft license agreement to the following offices and/or entities, as appropriate, for their respective reviews:

1. Initiating Party - reviews terms and conditions of the proposed license agreement for accuracy.

2. EH&S - on occasion, EH&S may conduct general health and life safety inspections for a proposed license activity concerning University real property, i.e., public assembly, tents, pyrotechnics, fires, etc.

3. FD&C - on occasion, FD&C may conduct seismic and ADA reviews or other types of reviews and/or inspections for a proposed license activity concerning University real property.

4. PPS - on occasion, Physical Plant Services (PPS) notification and/or approval will be required depending on the nature of the proposed license activity.

5. Physical Planning Office (PP) - reviews the proposed license activity with respect to its impact on the environment and/or the campus plans and for the purposes of controlling the use of University land. (The review will
require the preparation of an Environmental Impact Classification and possible subsequent documentation depending upon the complexity of the request.) In addition, pursuant to Section 420-5 - Special Uses for Undeveloped Lands, review and approval of the proposed license activity by the Campus/Community Planning Committee (CCPC) and/or the Marine Sciences Campus/Community Planning Committee (MSCCPC) may be required.

6. Governmental & Community Relations - reviews the proposed license activity with respect to its impact on governmental and community relations. If a Coastal Commission review of the proposed activity is required, this office will arrange for such review.

7. Transportation/Parking Services - reviews the proposed license activity with respect to its impact on campus and community traffic and parking.

8. Campus Police Department - reviews the proposed license activity with respect to safety and protection of the campus and community population and property.

9. Risk Management - reviews any proposed license agreement that contains non-standard insurance and indemnification language.

10. Office of the General Counsel of The Regents - reviews the proposed license agreement with respect to legal form.

11. Office of the President - reviews the proposed license agreement if the agreement falls under Regental or Presidential Delegation. In the event a license agreement falls under Regental Delegation, the agreement will be submitted as a Regents' Item which requires special processing both on the campus and UC systemwide levels. The Real Estate Services Group (RESG) at the Office of the President processes all license agreements reviewed by the Office of the President.

12. Government Agency(ies) - On occasion, a government agency will need to review a proposed license agreement for purposes of approval and/or informational input.

13. Licensee and/or Licensee's (external entity's) representative

b. SPECIFIC TO LICENSE AGREEMENTS WITH THE REGENTS AS LICENSEE

RED will submit the proposed license agreement, whether prepared by RED or the external entity, to the following offices and/or entities, as appropriate, for their respective reviews:

1. Initiating Party - Refer to Part VIII.A.5.a)I).

2. EH&S - EH&S may conduct general health and life safety inspections if a building owned by the external entity is to be used by the University for a proposed license activity.

3. FD&C - FD&C may conduct seismic and ADA reviews or other types of reviews and/or inspections if a building owned by the external entity is to be used for a proposed license activity.

4. Physical Planning Office (PP) - PP may review the proposed license activity with respect to its impact on the environment. (The review will require the preparation of an Environmental Impact Classification and
possible subsequent documentation depending upon the complexity of the request.) In most cases, however, this task will be conducted by the external entity.

5. Governmental & Community Relations - Refer to Part VIII.A.5.a)(vi).


8. Office of the President - Refer to Part VIII.A.5.a)(xi).


10. Licensor and/or Licensor’s (external entity’s) representative - will review a draft prepared by RED or review any revisions resulting from the University’s review.

6. Data and Approval Sheet (Responsible Party: Initiating Party)

At the election of RED, completion and routing of a Data and Approval Sheet (Refer to Exhibit E or Exhibit F, as applicable) may be required before the license agreement is submitted for the signature process. Approval signatures on this form indicate the acceptance of all terms and conditions of the proposed license agreement and all financial obligations.

7. Signature Process (Responsible Party: RED)

As determined by UC policy and referenced in Section XXX-1 - General Policy - Signature Delegations, RED shall submit a license agreement for execution on behalf of The Regents to the appropriate University representative.


Except as noted in Part VIII.B. below, it is the responsibility of the Initiating Party to ensure all provisions of the license agreement are fulfilled pursuant to its terms and conditions, including those of a fiduciary nature.

B. Administrative Responsibilities

1. Renewal of an Existing License Agreement

Renewal of an existing license agreement can be accomplished by either an amendment or a new license agreement, i.e., a renewal license agreement. Essentially the same procedure sited in Part VIII.A. is required; however, the procedure for a renewal license agreement will be less extensive unless major changes in the terms and conditions have occurred.

2. Amendment to an Existing License Agreement

In addition to extending an existing license agreement, an amendment is also used to document revisions of the terms and conditions in an existing license agreement. An amendment can be processed and executed at any time during the term of the license agreement.

3. Termination

On rare occasion, a party may choose to terminate an existing license agreement prior to the expiration date stated in the agreement. All terminations must be
implemented in accordance with the appropriate term(s) of the existing license agreement.

4. Related Administration
   a. Certificate(s) of Insurance
      RED requests and monitors all certificate(s) of insurance evidencing the external entity’s and the University’s insurance coverage as required in the license agreement.
   b. Ancillary Documents
      It is the responsibility of RED to process and/or review all ancillary documents in connection with license agreements under its jurisdiction.
**REAL PROPERTY**
Section: 440-4 EXHIBIT A
Effective: 04/01/1998
Supersedes: Not Applicable
Review Date: TBD
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Issuing Office: Real Estate Development (RED)

**EXHIBIT A**

**PROCEDURAL FLOWCHART - THE REGENTS AS LICENSOR**

1. **Initiating Party (UCSD/UCSDMC, department, or entity) requests RED to prepare license agreement.**
   - RED sends information sheet to initiating party.
   - Initiating Party returns completed information sheet signed by department head to RED.
   - Formal negotiations required?
     - Yes: Initiating Party negotiates deal points with external entity (Licensor), if required.
     - No: RED drafts license agreement.

2. RED submits draft of license agreement for review by one or more of the following entities depending on nature of license agreement:
   - UCSD departments
   - UC systemwide departments
   - External entities
   - UC systemwide departments
   - External entity (Licensor)
   - Government agencies

3. UCSD departments:
   - Initiating Party
   - LHS & inspections
   - FDAC inspections
   - PPC
   - Physical Planning
   - Campus/Community Planning Committee
   - Review of request
   - Governmental & Community Relations
   - Transportation/Parking Services
   - Campus Police Department
   - Risk Management

4. UC systemwide departments:
   - RSEG
   - Office of the General Counsel of the Regents

5. External entity (Licensor):
   - Office of the President

6. RED

7. Chancellor's Office

8. Draft of license agreement finalized.
University of California, San Diego Policy – PPM 440 – 4 EXHIBIT A
PPM 440 - 4 EXHIBIT A Procedural Flowchart – The Regents as Licensor

Is Data and Approval Sheet required?

- Yes: RED submits Data and Approval Sheet to Initiating Party

- No: Initiating Party returns signed Data and Approval Sheet to RED

External entity (Licensee) signs license agreement and returns partially executed agreement to RED for UC signature process

Presidential signature required?

- Yes: RED submits signature copies of license agreement to RESG for processing

- No: RESG submits signature copies to Office of the President for signatures

Regental signature required?

- Yes: RED prepares Regents' Item

- No: Signature copies of license agreement signed under campus delegation

Regents' Item reviewed by various UCSD and UC systemwide departments

The Regents approves license agreement

Secretary of the Regents signs license agreement

Office of the President signs license agreement

Recordation of license agreement by either party, if required

RED database entry of license agreement information

License agreement distribution and filing
REAL PROPERTY
Section: 440-4 EXHIBIT B
Effective: 04/01/1998
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EXHIBIT B

PROCEDURAL FLOWCHART - THE REGENTS AS LICENSEE
DETAILED INFORMATION

TIME/PERIODS:

TERM: ___/___/___ THROUGH ___/___/___
OPTION(S) TO EXTEND: YES ___ NO ___ HOW MANY ___ HOW LONG ___
REVOCATION PERIOD OF 120 DAYS OR LESS IS ACCEPTABLE TO:
INITIATING DEPARTMENT: YES ___ NO ___
EXTERNAL ENTITY: YES ___ NO ___

HOURS OF OPERATION/USE: ________________ DAYS OF OPERATION/USE: ________________

CONSIDERATION/RENUMERATION:
USER FEE __________
CONSIDERATION OTHER THAN USER FEE (EXPLAIN) ________________

ANY CHARGEABLE UNIVERSITY SERVICES TO BE USED BY EXTERNAL ENTITY? YES ___ NO ___
IF YES, PLEASE DESCRIBE: ________________

INSURANCE/INDEMNIFICATION:
IS UNIVERSITY'S STANDARD INSURANCE/INDEMNIFICATION ACCEPTABLE TO EXTERNAL ENTITY?:

YES ___ NO ___
(IF NOT, PLEASE PROVIDE COPY OF REVISED OR REPLACEMENT LANGUAGE PROVIDED BY EXTERNAL ENTITY.)

GOVERNING AUTHORITIES:
IF A GOVERNING AUTHORITY'S REVIEW, APPROVAL, PERMIT, ETC. IS REQUIRED, PLEASE PROVIDE THE FOLLOWING INFORMATION:
NAME OF GOVERNING AUTHORITY: ________________
DESCRIBE REQUIREMENT IN DETAIL: ________________
NAME OF CONTACT: ________________ POSITION/TITLE: ________________
ADDRESS: ________________
PHONE ( ) _______ FAX ( ) _______

8/12/97
DIRECTIONS FOR COMPLETION

INITIATING PARTY INFORMATION

DEPARTMENT: THE DEPARTMENT/ENTITY REQUESTING THE PREPARATION AND EXECUTION OF THE LICENSE AGREEMENT.

LICENSE INITIATOR: THE PERSON IN THE DEPARTMENT WHO IS KNOWLEDGEABLE OF ALL THE DETAILS CONCERNING AND OBJECTIVES OF THE PROPOSED LICENSE ACTIVITY.

PHONE NUMBER/EXTENSION: TELEPHONE NUMBER AT WHICH THE LICENSE INITIATOR MAY BE REACHED.

FAX NUMBER: FAX NUMBER AT WHICH THE LICENSE INITIATOR MAY BE REACHED.

MAIL CODE: MAIL CODE AT WHICH THE LICENSE INITIATOR MAY BE REACHED.

E-MAIL ADDRESS: E-MAIL ADDRESS AT WHICH THE LICENSE INITIATOR MAY BE REACHED.

INDEX #: INDEX NUMBER IN WHICH 1) THE REAL ESTATE DEVELOPMENT DEPARTMENT MAY USE FOR PURPOSES OF REIMBURSEMENT FOR EXCESSIVE COPYING OR REQUIRED MAILING/OVERNIGHT MAIL EXPENSES AND/OR 2) FD&C OR EH&S MAY USE FOR PURPOSES OF INSPECTION/REVIEW RECHARGES.

EXTERNAL ENTITY INFORMATION

EXTERNAL ENTITY: LEGAL NAME IN WHICH THE EXTERNAL ENTITY WILL ENTER THE LICENSE AGREEMENT. IF THE EXTERNAL ENTITY OPERATES ITS BUSINESS UNDER ANOTHER NAME, I.E., "DBA" (DOING BUSINESS AS), PLEASE NOTE IT.

TYPE OF BUSINESS ENTITY: THE SPECIFIC TYPE OF BUSINESS THE EXTERNAL ENTITY OPERATES UNDER, I.E., SOLE PROPRIETORSHIP, PARTNERSHIP (GENERAL, LIMITED, ETC.), LIMITED LIABILITY COMPANY, CORPORATION (FOR PROFIT, NOT FOR PROFIT, ETC.).

PHYSICAL ADDRESS: THE EXTERNAL ENTITY’S PHYSICAL ADDRESS OF BUSINESS. (STREET, CITY, STATE, ZIP CODE)

MAILING ADDRESS: THE EXTERNAL ENTITY’S MAILING ADDRESS THAT CAN BE USED FOR OFFICIAL NOTIFICATION. THIS ADDRESS MAY BE THE SAME AS THE PHYSICAL ADDRESS.

CONTACT NAME: THE CONTACT PERSON FOR THE EXTERNAL ENTITY.

POSITION/TITLE: THE POSITION/TITLE OF THE CONTACT PERSON AT THE EXTERNAL ENTITY.

ADDRESS: THE MAILING ADDRESS OF THE CONTACT PERSON AT THE EXTERNAL ENTITY.

PHONE NUMBER/EXTENSION: PHONE NUMBER FOR CONTACT PERSON AT THE EXTERNAL ENTITY.

FAX NUMBER: FAX NUMBER FOR CONTACT PERSON AT THE EXTERNAL ENTITY.

8/12/97
AGREEMENT INFORMATION

UC PROPERTY DESCRIPTION: PLEASE REFER TO EXHIBIT IV.E.-1 FOR THE NAME OF THE UC PROPERTY TO BE LICENSED TO THE EXTERNAL ENTITY AND DESIGNATE THE APPROXIMATE SQUARE FOOTAGE AND THE AREA OF THE PROPERTY TO BE USED.

TYPE OF LICENSE AGREEMENT:
- EVENT PARKING
- TELECOMMUNICATIONS
- ATM SERVICES
- CONSTRUCTION STAGING
- RESEARCH RELATED
- GLIDER ACTIVITIES
- OTHER (SPECIFY)

PURPOSE OF PROPOSED LICENSE AGREEMENT: WHY IS THE LICENSE REQUIRED.

RELATIONSHIP BETWEEN MASTER AGREEMENT/GRANT AND PROPOSED LICENSE AGREEMENT: PLEASE CONFIRM WHETHER A MASTER AGREEMENT OR GRANT EXISTS, A GENERAL DESCRIPTION OF SUCH AGREEMENT OR GRANT, AND ANY DETAILS THAT MAY AFFECT THE PROPOSED LICENSED AGREEMENT.

DETAILED INFORMATION

TIME PERIODS:

TERM: START AND END DATES OF THE LICENSE AGREEMENT.

OPTION(S) TO EXTEND: IS IT AGREEABLE TO PROVIDE THE EXTERNAL ENTITY WITH THE OPPORTUNITY(IES) TO EXTEND THE LICENSE AGREEMENT, AT ITS SOLE ELECTION, BEYOND THE TERM REFERENCED IN #19? IF YES, PLEASE PROVIDE HOW MANY OPTIONS AND THEIR RESPECTIVE DURATION, E.G., ONE FIVE-YEAR PERIOD, TWO SIX-MONTH PERIODS, ETC.

REVOCATION PERIOD: THE CANCELLATION OF THE LICENSE AGREEMENT BY A PARTY BY MEANS OF NOTIFYING THE OTHER PARTY IN WRITING; MAY BE UNILATERAL OR BILATERAL DEPENDING UPON THE WRITTEN PROVISION.

HOURS OF OPERATION/USE: SPECIFY THE HOURS THE LICENSED ACTIVITY IS TO TAKE PLACE ON A DAILY BASIS.

DAYS OF OPERATION/USE: SPECIFY WHAT DAYS OF THE WEEK THE EXTERNAL ENTITY WILL USE THE LICENSED PROPERTY.

CONSIDERATION/REMUERATION:

USER FEE: THE FEE CHARGED TO THE EXTERNAL ENTITY BY THE UNIVERSITY FOR USE OF THE LICENSED PROPERTY.

CONSIDERATION OTHER THAN USER FEE: MONEY, SERVICES, REAL OR PERSONAL PROPERTY, ETC., PAID TO THE UNIVERSITY IN EXCHANGE FOR USE OF THE LICENSED PROPERTY.

CHARGEABLE UNIVERSITY SERVICES - SERVICES PROVIDED AND CHARGED BY A UCSD/UCSDMC DEPARTMENT/ENTITY, E.G., PPS, EH&S, HOUSING/DINING, TO THE EXTERNAL ENTITY.

8/12/97
INSURANCE/INDEMNIFICATION:

A COPY OF THE UNIVERSITY’S STANDARD INSURANCE AND INDEMNIFICATION LANGUAGE, FOR PURPOSES OF PROVIDING A COPY TO THE EXTERNAL ENTITY FOR ITS REVIEW, CAN BE OBTAINED THROUGH RED UPON REQUEST. ANY REVISION REQUESTS OR SUBSTITUTION MUST BE REVIEWED AND APPROVED BY UCSD’S RISK MANAGEMENT.

GOVERNING AUTHORITIES:

NAME OF GOVERNING AUTHORITY: NAME OF GOVERNMENT AGENCY REQUIRING REVIEW/APPROVAL.

DESCRIBE REQUIREMENT IN DETAIL: PROVIDE WHAT PAPERWORK OR PROCEDURE IS REQUIRED BY THE GOVERNING AUTHORITY TO OBTAIN ITS REVIEW/APPROVAL.

NAME OF CONTACT: NAME OF CONTACT AT GOVERNING AUTHORITY

POSITION/TITLE OF CONTACT: POSITION/TITLE OF CONTACT AT GOVERNING AUTHORITY

ADDRESS: ADDRESS OF CONTACT AT GOVERNING AUTHORITY

PHONE: PHONE NUMBER OF CONTACT AT GOVERNING AUTHORITY

FAX: FAX NUMBER OF CONTACT AT GOVERNING AUTHORITY

NOTICE SECTION:

NAME: NAME OF PERSON AT EXTERNAL ENTITY TO RECEIVE OFFICIAL NOTICES

TITLE: TITLE OF PERSON AT EXTERNAL ENTITY TO RECEIVE OFFICIAL NOTICES

STREET: STREET ADDRESS OF PERSON AT EXTERNAL ENTITY TO RECEIVE OFFICIAL NOTICES

CITY/ST/ZIP: CITY/STATE/ZIP CODE ADDRESS OF PERSON AT EXTERNAL ENTITY TO RECEIVE OFFICIAL NOTICES

DESCRIPTIONS:

DESCRIPTION OF OPERATION/PROCEDURE OF ACTIVITY: DESCRIBE HOW ACTIVITY IS TO OPERATE OR PROCEED AT THE LICENSED PROPERTY.

DESCRIPTION OF HOW LICENSE PROPERTY WILL BE ACCESSED: HOW WILL THE EXTERNAL ENTITY OR ITS INVITED GUESTS ACCESS THE PROPERTY FOR PURPOSES OF USING IT? IS THERE A SPECIAL ROUTE WILL SIGNAGE BE REQUIRED? WILL THE UCSD POLICE DEPARTMENT NEED TO BE ADVISED? WILL PARKING NEED TO BE ADVISED?

UNIVERSITY’S OBLIGATIONS/DUTIES: BRIEFLY LIST ALL FUNCTIONS/PROVISIONS THE UNIVERSITY IS EXPECTED TO PERFORM/PROVIDE AS AGREED UPON BETWEEN THE PARTIES.

EXTERNAL ENTITY’S OBLIGATIONS/DUTIES: BRIEFLY LIST ALL FUNCTIONS/PROVISIONS THE EXTERNAL ENTITY IS EXPECTED TO PERFORM/PROVIDE AS AGREED UPON BETWEEN THE PARTIES.

8/12/97
REAL PROPERTY  
Section: 440-4 EXHIBIT D  
Effective: 04/01/1998  
Supersedes: Not Applicable  
Review Date: TBD  
Issuance Date: 04/01/1998  
Issuing Office: Real Estate Development (RED)

INFORMATION SHEET  
THE REGENTS AS LICENSEE

INITIATING PARTY INFORMATION

DEPARTMENT: ____________________________ LICENSE INITIATOR: ____________________________
PHONE NUMBER/EXTENSION: __ FAX NUMBER: __ MAIL CODE: __
E-MAIL ADDRESS __________ INDEX # (ANY MAILING OR FD&C/EH&S INSPECTIONS MAY 
BE CHARGED TO THIS INDEX NUMBER.)

EXTERNAL ENTITY INFORMATION

EXTERNAL ENTITY (LEGAL NAME): ____________________________
TYPE OF BUSINESS ENTITY (REFER TO DIRECTIONS): ____________________________
PHYSICAL ADDRESS: ____________________________
MAILING ADDRESS: ____________________________
CONTACT NAME: ____________________________ POSITION/TITLE: ____________________________
ADDRESS: ____________________________
PHONE NUMBER/EXTENSION: ____________________________ FAX NUMBER: __

AGREEMENT INFORMATION

ADDRESS OF LICENSED PROPERTY: ____________________________
TYPE OF LICENSE AGREEMENT (REFER TO DIRECTIONS): ____________________________
PURPOSE OF PROPOSED LICENSE AGREEMENT: ____________________________
AUTHORIZED TO PROCEED WITH PROCESSING OF LICENSE AGREEMENT

<table>
<thead>
<tr>
<th>LICENSE INITIATOR</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT CHAIR</td>
<td>DATE</td>
</tr>
<tr>
<td>VICE CHANCELLOR/DEAN/PROVOST (AS APPLICABLE)</td>
<td>DATE</td>
</tr>
</tbody>
</table>

8 /12 /97

PAGE 1 OF 6
TIME PERIODS:
TERM: ___/___/___ THROUGH ___/___/___
OPTION(S) TO EXTEND: YES  NO  ___ HOW MANY  ___ HOW LONG  ___
REVOCATION PERIOD OF 120 DAYS OR LESS IS ACCEPTABLE TO:
INITIATING DEPARTMENT: YES  NO  ___
EXTERNAL ENTITY: YES  NO  ___
HOURS OF OPERATION/USE: ___________ DAYS OF OPERATION/USE: ___________

FINANCIAL INFORMATION:
USER FEE ___________
CONSIDERATION OTHER THAN USER FEE (EXPLAIN) ______________________________

ANY OTHER CHARGES DEPARTMENT OR UNIVERSITY IS LIABLE FOR?
YES ___________ NO  ___
IF YES, PLEASE DESCRIBE: __________________________________________________________________

INSURANCE/INDEMNIFICATION:
IS THE UNIVERSITY’S STANDARD INSURANCE/INDEMNIFICATION ACCEPTABLE TO EXTERNAL ENTITY?:
YES ___________ NO  ___
(IF NOT, PLEASE PROVIDE COPY OF REVISED OR REPLACEMENT LANGUAGE PROVIDED BY EXTERNAL ENTITY OR CONTAINED IN LICENSE AGREEMENT ALREADY PREPARED BY EXTERNAL ENTITY.)

GOVERNING AUTHORITIES:
IF A GOVERNING AUTHORITY’S REVIEW, APPROVAL, PERMIT, ETC. IS REQUIRED, PLEASE PROVIDE THE FOLLOWING INFORMATION:
NAME OF GOVERNING AUTHORITY: ____________________________________________
DESCRIBE REQUIREMENT IN DETAIL: __________________________________________
__________________________________________________________________________
NAME OF CONTACT: ______________________ POSITION/TITLE: ______________________
ADDRESS: ________________________________
PHONE (   ) ___________ FAX (   ) ___________
NOTICE SECTION:
PERSON/TITLE AT EXTERNAL ENTITY TO RECEIVE OFFICIAL NOTICES AS REQUIRED IN AGREEMENT: NAME: __________________________
TITLE: __________________________________________
STREET: __________________________________________
CITY/ST/ZIP _______________________________________

DESCRIPTION OF OPERATION/PROCEDURE OF ACTIVITY (please refer to directions for assistance)
____________________________________________________________________________________
____________________________________________________________________________________

UNIVERSITY’ S OBLIGATIONS/DUTIES: (PLEASE REFER TO DIRECTIONS FOR ASSISTANCE)
1. __________________________________________________________
2. __________________________________________________________
3. __________________________________________________________
4. __________________________________________________________
5. __________________________________________________________

EXTERNAL ENTITY’ S OBLIGATIONS/DUTIES: (PLEASE REFER TO DIRECTIONS FOR ASSISTANCE)
1. __________________________________________________________
2. __________________________________________________________
3. __________________________________________________________
4. __________________________________________________________
5. __________________________________________________________

(ATTACH SEPARATE SHEET IF NEEDED)
INFORMATION SHEET
THE REGENTS AS LICENSEE

DIRECTIONS FOR COMPLETION

NOTE: IF A LICENSE AGREEMENT HAS ALREADY BEEN PREPARED BY THE EXTERNAL ENTITY (LICENSOR), IT IS ONLY NECESSARY TO PROVIDE THE REQUESTED INFORMATION BELOW IF IT IS RELEVANT AND NOT ADDRESSED IN THE LICENSE AGREEMENT.

INITIATING PARTY INFORMATION

DEPARTMENT: THE DEPARTMENT/ENTITY REQUESTING THE PREPARATION AND EXECUTION OF THE LICENSE AGREEMENT.

LICENSE INITIATOR: THE PERSON IN THE DEPARTMENT WHO IS KNOWLEDGEABLE OF ALL THE DETAILS CONCERNING AND OBJECTIVES OF THE PROPOSED LICENSE ACTIVITY.

PHONE NUMBER/EXTENSION: TELEPHONE NUMBER AT WHICH THE LICENSE INITIATOR MAY BE REACHED.

FAX NUMBER: FAX NUMBER AT WHICH THE LICENSE INITIATOR MAY BE REACHED.

MAIL CODE: MAIL CODE AT WHICH THE LICENSE INITIATOR MAY BE REACHED.

E-MAIL ADDRESS: E-MAIL ADDRESS AT WHICH THE LICENSE INITIATOR MAY BE REACHED.

INDEX #: INDEX NUMBER IN WHICH 1) THE REAL ESTATE DEVELOPMENT DEPARTMENT MAY USE FOR PURPOSES OF REIMBURSEMENT FOR EXCESSIVE COPYING OR REQUIRED MAILING/OVERNIGHT MAIL EXPENSES AND/OR 2) FD&C OR EH&S MAY USE FOR PURPOSES OF INSPECTION/REVIEW RECHARGES.

EXTERNAL ENTITY INFORMATION

EXTERNAL ENTITY: LEGAL NAME IN WHICH THE EXTERNAL ENTITY WILL ENTER THE LICENSE AGREEMENT. IF THE EXTERNAL ENTITY OPERATES ITS BUSINESS UNDER ANOTHER NAME, I.E., "DBA" (DOING BUSINESS AS), PLEASE NOTE IT.

TYPE OF BUSINESS ENTITY: THE SPECIFIC TYPE OF BUSINESS THE EXTERNAL ENTITY OPERATES UNDER, I.E., SOLE PROPRIETORSHIP, PARTNERSHIP (GENERAL, LIMITED, ETC.), LIMITED LIABILITY COMPANY, CORPORATION (FOR PROFIT, NOT FOR PROFIT, ETC.).

PHYSICAL ADDRESS: THE EXTERNAL ENTITY'S PHYSICAL ADDRESS OF BUSINESS. (STREET, CITY, STATE, ZIP CODE)

MAILING ADDRESS: THE EXTERNAL ENTITY'S MAILING ADDRESS THAT CAN BE USED FOR OFFICIAL NOTIFICATION. THIS ADDRESS MAY BE THE SAME AS THE PHYSICAL ADDRESS.

CONTACT NAME: THE CONTACT PERSON FOR THE EXTERNAL ENTITY.

POSITION/TITLE: THE POSITION/TITLE OF THE CONTACT PERSON AT THE EXTERNAL ENTITY.

ADDRESS: THE MAILING ADDRESS OF THE CONTACT PERSON AT THE EXTERNAL ENTITY.

PHONE NUMBER/EXTENSION: PHONE NUMBER FOR CONTACT PERSON AT THE EXTERNAL ENTITY.
FAX NUMBER: FAX NUMBER FOR CONTACT PERSON AT THE EXTERNAL ENTITY. 8 /12 /97

AGREEMENT INFORMATION

ADDRESS OF LICENSED PROPERTY: PROVIDE THE ADDRESS OR DESCRIPTION OF PROPERTY TO BE LICENSED TO THE UNIVERSITY. ALSO DESIGNATE THE APPROXIMATE SQUARE FOOTAGE AND THE AREA OF THE PROPERTY TO BE USED. A MAP DEPICTING THE PROPERTY MAY BE REQUIRED.

TYPE OF LICENSE AGREEMENT:

TELECOMMUNICATIONS
RESEARCH RELATED
OTHER (SPECIFY)

PURPOSE OF PROPOSED LICENSE AGREEMENT: WHY IS THE LICENSE REQUIRED.

DETAILED INFORMATION

TIME PERIODS:

TERM: START AND END DATES OF THE LICENSE AGREEMENT.

OPTION(S) TO EXTEND: DOES THE DEPARTMENT WANT THE OPPORTUNITY(IES) TO EXTEND THE LICENSE AGREEMENT, AT THE UNIVERSITY’ S SOLE ELECTIO N, BEYOND THE TERM REFERENCED IN # 19? IF YES, PLEASE PROVIDE HOW MANY OPTIONS AND THEIR RESPECTIVE DURATION, E.G., ONE FIVE-YEAR PERIOD, TWO SIX-MONTH PERIODS, ETC.

REVOCATION PERIOD: THE CANCELLATION OF THE LICENSE AGREEMENT BY A PARTY BY MEANS OF NOTIFYING THE OTHER PARTY IN WRITING; MAY BE UNILATERAL OR BILATERAL DEPENDING UPON THE WRITTEN PROVISION.

HOURS OF OPERATION/USE: SPECIFY THE HOURS THE LICENSED ACTIVITY IS TO TAKE PLACE ON A DAILY BASIS.

DAYS OF OPERATION/USE: SPECIFY WHAT DAYS OF THE WEEK THE EXTERNAL ENTITY WILL USE THE LICENSED PROPERTY.

FINANCIAL INFORMATION:

USER FEE: THE FEE TO BE PAID BY DEPARTMENTAL FUNDS FOR USE OF THE LICENSED PROPERTY.

CONSIDERATION OTHER THAN USER FEE: MONEY, SERVICES, REAL OR PERSONAL PROPERTY, EXCHANGE OF RESEARCH DATA, ETC., PAID TO THE EXTERNAL ENTITY IN EXCHANGE FOR USE OF THE LICENSED PROPERTY.

OTHER CHARGES: THE DEPARTMENT OR THE UNIVERSITY IS LIABLE FOR ANY OTHER EXPENSES TO BE INCURRED BY THE DEPARTMENT OTHER THAN THOSE ABOVE.

INSURANCE/INDEMNIFICATION:

IN MOST CASES, THE EXTERNAL ENTITY’ S PREFERRED INSURANCE AND/OR INDEMNIFICATION LANGUAGE WILL ALREADY BE INCLUDED IN ITS LICENSE AGREEMENT FORM. IF IT IS NOT, A COPY OF THE UNIVERSITY’ S STANDARD INSURANCE AND INDEMNIFICATION LANGUAGE MAY BE SUBMITTED TO THE EXTERNAL ENTITY FOR REVIEW/APROVAL. A COPY OF THE STANDARD LANGUAGE CAN BE OBTAINED THROUGH
RED UPON REQUEST. IN EITHER CASE, ANY REVISION REQUESTS OR SUBSTITUTION MUST BE REVIEWED AND APPROVED BY UCSD’S RISK MANAGEMENT.

8 /12 /97

GOVERNING AUTHORITIES:

NAME OF GOVERNING AUTHORITY: NAME OF GOVERNMENT AGENCY REQUIRING REVIEW/APPROVAL.

DESCRIBE REQUIREMENT IN DETAIL: PROVIDE WHAT PAPERWORK OR PROCEDURE IS REQUIRED BY GOVERNING AUTHORITY TO OBTAIN ITS REVIEW/APPROVAL.

NAME OF CONTACT: NAME OF CONTACT AT GOVERNING AUTHORITY

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DESCRIPTIONS:

DESCRIPTION OF OPERATION/PROCEDURE OF ACTIVITY: DESCRIBE HOW ACTIVITY IS TO OPERATE OR PROCEED AT THE LICENSED PROPERTY. A SCOPE OF WORK OR PROTOCOL IS QUITE USEFUL WHEN THE LICENSE AGREEMENT IS RESEARCH RELATED.

DESCRIPTION OF HOW LICENSE PROPERTY WILL BE ACCESSED: HOW WILL THE DEPARTMENT ACCESS THE PROPERTY FOR PURPOSES OF USING IT? IS THERE A SPECIAL ROUTE? WILL SIGNAGE BE REQUIRED?

UNIVERSITY’S OBLIGATIONS/DUTIES: BRIEFLY LIST ALL FUNCTIONS/PROVISIONS THE UNIVERSITY IS EXPECTED TO PERFORM/PROVIDE AS AGREED UPON BETWEEN THE PARTIES.

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8 /12 /97
LICENSE AGREEMENT
DATA AND APPROVAL SHEET
(THE REGENTS AS LICENSOR)

Routing Date: ____________________

INITIATING PARTY INFORMATION:

LICENSE INITIATOR: ____________________

MAIL CODE:_______ EXTENSION:___________ FAX: ________________

DEPARTMENT: ____________________

LICENSE AGREEMENT INFORMATION:

PURPOSE OF LICENSE: ____________________

AMENDMENT #______ (00 indicates a New License)

LICENSEE: ____________________

DESCRIPTION OF UC PROPERTY: ____________________

TERM OF LICENSE: ____________________ to ____________________ (______ months)

OPTION(S) TO EXTEND: YES/NO: _______ HOW MANY? _______ HOW LONG? _______

EXPENSES: $ __________ REVENUE: $ __________ (incurred/realized per agreement)

APPROVALS:

License Initiator ____________________ Date ____________________

Department Chair ____________________ Date ____________________

Vice Chancellor/Dean/Provost (as applicable) ____________________ Date ____________________
License Agreement
DATA AND APPROVAL SHEET
(THE REGENTS AS LICENSEE)

Routing Date: ____________

INITIATING PARTY INFORMATION:

LICENSE INITIATOR: __________________________________________________________

MAIL CODE: _____________ EXTENSION: _____________ FAX: ________________

DEPARTMENT: ____________________________

LICENSE AGREEMENT INFORMATION:

PURPOSE OF LICENSE: _________________________________________________________

___________________________________________________________________________

AMENDMENT #____________(00 indicates a New License)

LICENSEE: ________________________________________________________________

DESCRIPTION OF UC PROPERTY: ____________________________________________

___________________________________________________________________________

TERM OF LICENSE: ________________ to ________________ (______ months)

OPTION(S) TO EXTEND: YES/NO: _________ HOW MANY? _______________ HOW LONG? _______

EXPENSES: $_______________ REVENUE: $_______________ (incurred/realized per agreement)

APPROVALS:

License Initiator  ____________________________________________ Date

Department Chair  ____________________________________________ Date

Vice Chancellor/Dean/Provost (as applicable)  ________________________ Date