

Office Use Only:

Docket Number: _____

Prior or pending publication: _____

Complete Invention Disclosure Date: _____

Sponsor: Government _____ Non-Government _____

**The University of New Mexico
COPYRIGHT DISCLOSURE FORM**

For questions or assistance, please contact:

STC.UNM
MSC04 2750
801 University Blvd., SE, Suite 101
Albuquerque, NM 87106
Telephone: 505-272-7900
Fax: 505-272-7300

I. Corresponding Creator

NOTE: “Corresponding Creator” is not a legal designation but is merely a STC.UNM heading assigned to a Creator who agrees to be the primary contact for additional information and for all correspondence. However, the “Corresponding Creator” must still satisfy the Creator requirements described in Section III and listed as Creator under Section III.

The Corresponding Creator is responsible for:

1. Communicating with joint creators, STC.UNM (STC) and patent attorney/law firm personnel;
2. Providing requested documents to STC and the patent attorney/law firm personnel; and
3. Notifying STC and the patent attorney of changes in Work status.

Corresponding Creator understands and agrees to comply with the responsibilities set forth above:

Corresponding Creator and contact information:

First Name:

Middle:

Last:

Business contact information:

[Insert address]

Telephone:

Fax:

Email:

Website:

Joint appointment:

II. Title, Description, and Background of the Work

Title: _____

Alternative title(s): _____

A. Nature of the Work (software, video, book, music, etc.):

B. Description of Work:

1. What is the Work and what is its use or what does it do?

2. Who are the intended users of this Work?

C. Prior Versions of the Work:

If the Work was completed in distinct increments, please describe each earlier version, the changes from one version to the next, and the time frame in which those changes were made:

D. Current State of Development of the Work:

1. When was the current version of the Work completed?

2. Has the Work been published or demonstrated? Please attach any manuscripts, articles, or other documents relating to these publications or demonstrations.

3. Has this Work or any portions of the Work been registered with the US Copyright Office?

III. Creators

- A. All individuals who contributed to the conception of the copyright work should be listed below, whether or not they are affiliated with the University of New Mexico. A person who directs another to solve a problem or make a copyright is not a creator unless he/she also told the other how to do it, as well. Parties working together on a problem will be joint creator if each makes a mental contribution to the final copyright concept. It is not necessary that their contributions be equal or that they be made simultaneously, as long as the parties were collaborating with one another. Please note that a copyright can be rendered invalid by including as a creator an individual who did not contribute to the conception of the copyright. Please ensure that the sum of the individuals' contributions total 100%.

1. **First Name:** **Middle:** **Last:**
Business contact information:
 [Insert address]

Telephone: *Fax:* *Email:*
Joint appointment:

Residential contact information:
 [Insert address]
Personal Email:
Country of citizenship:
Birth year: Death year: List anonymously List pseudonymously

Describe this Creator's specific contributions and the time frame in which each contribution was made:

Contribution of creator: %

2. **First Name:** **Middle:** **Last:**
Business contact information:
 [Insert address]

Telephone: *Fax:* *Email:*
Joint appointment:

Residential contact information:
 [Insert address]
Personal Email:
Country of citizenship:
Birth year: Death year: List anonymously List pseudonymously

Describe this Creator's specific contributions and the time frame in which each contribution was made:

Contribution of creator: %

3. **First Name:** **Middle:** **Last:**
Business contact information:
 [Insert address]
- Telephone: Fax: Email:
Joint appointment:
- Residential contact information:
 [Insert address]
Country of citizenship:
Birth year: Death year: ___List anonymously ___List pseudonymously
- Describe this Creator's specific contributions and the time frame in which each contribution was made:

Contribution of creator: %

4. **First Name:** **Middle:** **Last:**
Business contact information:
 [Insert address]
- Telephone: Fax: Email:
Joint appointment:
- Residential contact information:
 [Insert address]
Country of citizenship:
Birth year: Death year: ___List anonymously ___List pseudonymously
- Describe this Creator's specific contributions and the time frame in which each contribution was made:

Contribution of creator: %

Insert additional individual information if five or more Creators.

Again, please ensure that the sum of the individuals' contributions total 100%.

IV. Ownership/Source of Funds

A. Please answer the following:

1. Was the Work created by pre-arranged contractual obligation with substantial directed investment of University facilities or funds, or in the performance of a written university work assignment or commission?
Yes No
2. Does the Work capitalize on an affiliation with the University by explicit labeling of the Work to gain a market advantage?
Yes No
3. If the answer to either of the two previous questions is “Yes”, then the Work belongs to the University.
4. If the answer to both questions is “No”, the Work belongs to you, unless the Work was created under a sponsored research agreement requiring the rights to be relinquished to the sponsor.
5. Note that there are two (2) sets of signature pages at the end of this document: one for UNM-owned Works and one for Creator-owned Works. Please sign the applicable signature page.

B. Please list UNM resources used in the development of the Work (e.g., employees, facilities, equipment, intellectual property, etc.): _____

C. Funding or Sponsorship

Was there source of funding, including grants and fellowships, that the Creator(s) received to support the development of the Work?

Yes (please complete the sections below) No

Funding/ sponsorship sources:

1. Funding type (federal/state/private): Start date: End Date:

Contract or grant number:

Business/agency name:

Principal investigator:

UNM Banner Account ID:

Department:

Additional comments:

2. Funding type (federal/state/private): Start date: End Date:

Contract or grant number:

Business/agency name:

Principal investigator:

UNM Banner ID:

Department:

Additional comments:

3. Funding type (federal/state/private): Start date: End Date:
Contract or grant number:
Business/agency name:
Principal investigator:
UNM Banner ID:
Department:
Additional comments:

4. Funding type (federal/state/private): Start date: End Date:
Contract or grant number:
Business/agency name:
Principal investigator:
UNM Banner ID:
Department:
Additional comments:

D. Did you incorporate into the Work any materials from third party sources? Please identify the material, the source, the date received, and provide a copy of any agreements entered into for the use of said material.

Type:

Source:

Date received:

V. SIGNATURE PAGE

(Please use this signature page and assignment if the Work is UNM-owned. Refer to Section IV for clarification.)

UNM-Owned Copyright

This Agreement is made between the Regents of the University of New Mexico (“University”) and the Author(s), as defined in Section III. Author(s) represent that they are the sole Author(s) of the Work. Author(s) acknowledge that, under UNM’s Intellectual Property Policy, UNM owns the Work. Author(s) are entitled to a share of royalties. The Author(s)’ share of the royalties shall be divided among the Author(s) according to the distribution percentages in Section III.

_____ Date _____ Author #2 Signature Date

_____ Date _____ Author #4 Signature Date

WITNESSES

This disclosure has been read and understood by the following witness:

_____ Date _____
(Signature)

Typed name of Witness: _____

Without making any representations with respect to its content, the Chair/Director of the DEPARTMENT of _____ acknowledges the submission of this Copyright Disclosure Form to STC.UNM.

By: _____ Date _____
(Signature of Chair or Director)

Typed name: _____

**COPYRIGHT ASSIGNMENT TO UNM
UNM-OWNED COPYRIGHT**

COPYRIGHT ASSIGNMENT from «NameFirst» «NameMiddle» «NameLast», whose addresses are set forth on the signature page hereof (the “Authors”), to the Regents of the University of New Mexico, an educational institution of the State of New Mexico, whose address is 1 University of New Mexico, MSC05-3440, Albuquerque, NM, 87131 (the “University”).

WHEREAS, the Authors, while employed by or enrolled at the University, conceived one or more copyrights which are described both in the disclosure described below and in other materials associated with the disclosure, including materials prepared after the date of this Assignment. The disclosure is identified as:

UNM Docket No.	Title
«DisclosureDocketID»	«DisclosureTitle»

(both the disclosure and the copyrighted work are collectively referred to herein as the “Work”);

WHEREAS, the University is legally entitled to obtain a formal assignment from the Authors of their entire right, title, and interest in and to the Work.

NOW, THEREFORE, the Authors do hereby assign, and transfer to the University, its successors and assigns, the entire right, title, interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, in and to all rights corresponding to the foregoing throughout the world.

The Authors also agree to execute all papers and to perform such other proper acts as University may deem necessary to secure for University or its designees the rights herein assigned.

THE AUTHORS FURTHER ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. In accordance with the University’s policies and practices, all net revenues from the Work (all income received by the University, or its assignee, from commercialization of the Work, not including payments for research, development or reimbursement of certain costs), shall be divided as follows: forty percent (40%) to the Authors (divided according to the distribution percentages in the Copyright Disclosure Form), forty percent (40%) to STC.UNM, and twenty percent (20%) to the University.
2. For the purpose of enabling the University, its successors and assigns, without further consideration to obtain, defend and enforce all United States and foreign intellectual property rights in the Work, the Authors shall timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose.

3. The Authors warrant and represent without further consideration that no assignment, sale, agreement or encumbrance has been or will be made or entered into by them which would conflict with this assignment.
4. If there shall only be one Author, all references herein to Authors shall be deemed to refer to said Author. If there shall be more than one Author, this assignment may be signed in multiple counterparts and all such counterparts shall be deemed to constitute a single instrument.
5. THE UNDERSIGNED AUTHORS ACKNOWLEDGE BY THEIR RESPECTIVE SIGNATURES HERETO THAT THEY HAVE READ THE FOREGOING, UNDERSTAND ITS CONTENTS AND HAVE HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL OF THEIR CHOOSING CONCERNING THEIR RIGHTS AND OBLIGATIONS HEREUNDER.

Assignor («NameFirst» «NameMiddle» «NameLast»)

 Date

Address:

«ResidentialAddress»

«ResidentialCity», «ResidentialState» «ResidentialPostalCode»

«ResidentialCountry»

STATE OF NEW MEXICO)

) ss.

COUNTY OF BERNALILLO)

The foregoing instrument was subscribed and acknowledged before me, this ____ day of _____, _____ by «NameFirst» «NameMiddle» «NameLast».

 Notary Public

My Commission Expires:

Seal:

V. SIGNATURE PAGE

(Please use this signature page and assignment if the Work is Author-owned. Refer to Section IV for clarification.)

Author-Owned Copyright

This Agreement is made between the Regents of the University of New Mexico (“University”) and the Author(s), as defined in Section III. Author(s) represent that they are the sole Author(s) and owners of the Work, and hold the complete and undivided copyright interest to the Work. The Author(s) desire to assign their copyrights to the Regents of the University of New Mexico for valuable consideration. Author(s) will share in the royalties. The Author(s)’ share of the royalties shall be divided among the Author(s) according to the distribution percentages in Section III.

Author #1 Signature	Date	Author #2 Signature	Date
---------------------	------	---------------------	------

Author #3 Signature	Date	Author #4 Signature	Date
---------------------	------	---------------------	------

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This disclosure has been read and understood by the following witness:

Date _____

(Signature)

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By: _____ Date _____

(Signature of Chair or Director)

Typed name: _____

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(both the disclosure and the copyrighted work are collectively referred to herein as the “Work”);

NOW, THEREFORE, For good and valuable consideration, the receipt of which is hereby acknowledged, the Authors do hereby assign, and transfer to University, its successors and assigns, the entire right, title, interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, in and to all rights corresponding to the foregoing throughout the world.

The Authors also agree to execute all papers and to perform such other proper acts as University may deem necessary to secure for University or its designees the rights herein assigned.

THE AUTHORS FURTHER ACKNOWLEDGE AND AGREE AS FOLLOWS:

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2. For the purpose of enabling the University, its successors and assigns, without further consideration to obtain, defend and enforce all United States and foreign intellectual property rights in the Work, the Authors shall timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose.

3. The Authors warrant and represent without further consideration that no assignment, sale, agreement or encumbrance has been or will be made or entered into by them which would conflict with this assignment.
4. If there shall only be one Author, all references herein to Authors shall be deemed to refer to said Author. If there shall be more than one Author, this assignment may be signed in multiple counterparts and all such counterparts shall be deemed to constitute a single instrument.
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Assignor («NameFirst» «NameMiddle» «NameLast»)

 Date

Address:

«ResidentialAddress»

«ResidentialCity», «ResidentialState» «ResidentialPostalCode»

«ResidentialCountry»

STATE OF NEW MEXICO)

) ss.

COUNTY OF BERNALILLO)

The foregoing instrument was subscribed and acknowledged before me, this ____ day of _____, _____ by «NameFirst» «NameMiddle» «NameLast».

 Notary Public

My Commission Expires:

Seal:
