

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?

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%.

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:

**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
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«DisclosureDocketID»	«DisclosureTitle»
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(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.)

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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.

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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.
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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:
