

New Mexico Highlands University Patent and Copyright Agreement

I understand that, consistent with applicable laws and regulations, New Mexico Highlands University (NMHU) is governed in the handling of research property by its official policies on inventions, patents, copyright, licensing, authorship and other research property (in the University's Handbook for Research Policy, Section 5: Research Property), and I agree to abide by the terms and conditions of those policies.

Pursuant to those policies and in consideration of my employment at NMHU, the receipt of remuneration, access to or use of facilities provided by NMHU and/or valuable consideration, I hereby agree as follows:

1. I will disclose to NMHU all potentially patentable inventions developed or first reduced to practice, in whole or in part, in the course of my University responsibilities or with more than incidental use of University resources. I further agree to assign to NMHU all my rights, titles and interests in such patentable inventions and to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.
2. I am free to place my inventions in the public domain as long as in so doing neither I nor NMHU violates the terms of any agreements that governed the work time or the creation of the invention.
3. NMHU policy states that all rights in copyright shall remain with the creator unless the work:
 - a) is a work-for-hire (and copyright therefore vests with the University under copyright law),
 - b) is supported by a direct allocation of funds through the University for the pursuit of a specific project,
 - c) is commissioned by the University, or
 - d) is otherwise subject to contractual obligations.

I will assign or confirm in writing to NMHU all my rights, title and interest, including associated copyright, in and to copyrightable materials falling under a) through d) above.

4. I am now under no consulting arrangement or other obligations to any third person, organization or corporation in respect to rights in inventions or copyrightable materials which are, or could be reasonably construed to be, in conflict with this agreement.
5. I will not enter into any agreement creating copyright or patent obligations in conflict with this agreement.

6. This agreement is effective immediately upon signature or on the date of hire, enrollment, or participation in projects administered by NMHU, and is binding on me, my estate, heirs and assigns.

Note: An alternative to this agreement may be appropriate for personnel with a prior existing and conflicting employment agreement that establishes a right to intellectual property in conflict with NMHU policies. Personnel in this situation should contact the Office of Research, Planning and Institutional Development.

Signed this		day of		20	
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Signature		Print or Type Name	
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Title		Department		Social Security No.	
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