

**New Mexico Highlands University**  
**Patent and Copyright Agreement For Personnel With Prior Existing and**  
**Conflicting Agreements With Another Employer**

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 in projects administered by NMHU, 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, my participation in research projects at NMHU or with more than incidental use of University resources. I further assign jointly to NMHU and to my non-NMHU employer 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 on my part to effect such assignment. Such assignment is consistent with the terms of my continuing employment outside of NMHU or with the other agreement I have entered into.
2. I will not use any information defined as confidential or proprietary by my non-NMHU employer in the course of my NMHU responsibilities and I will not do consulting or any work for my non-NMHU employer while at any facility owned or leased by NMHU.
3. 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 done or my agreements with my non-NMHU employer.
4. I recognize NMHU's policy that all rights in copyright shall remain with the creator unless the work:
  - a) is a NMHU work-for-hire (and copyright therefore vests in 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 and confirm in writing to NMHU all my rights, title and interest, including associated copyright, in and to copyrightable materials falling under a) through d) in this agreement form.

4. I will not enter any agreement creating copyright or patent obligations in conflict with this agreement.
5. This agreement is effective on the date of my NMHU hire, enrollment or participation in projects administered by NMHU, and is binding on me, my estate, heirs and assigns.

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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**Acknowledged and accepted:**

Non-New Mexico Highlands University Employer:

Print or Type Name	
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Signature	
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Title		Date	
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**Forward original to the Office of Research and Sponsored Projects**