

Docket Number:	Office Use Only	Prior or Pending Publication: _____
Completed Disclosure Date: _____		Sponsor: Gov't _____ Non-Gov't _____

**The University of New Mexico
Invention Disclosure Form**

For questions or assistance, please contact:

**UNM RAINFOREST INNOVATIONS
MSC04 2750
101 Broadway Blvd., NE, Suite 1100,
Albuquerque, NM 87102
Telephone: 505-272-7900**

1. Lead Inventor

Note: “Lead Inventor” is not a legal designation but is merely an UNM RAINFOREST INNOVATIONS heading assigned to an inventor who agrees to be the primary contact for additional information and for all correspondence. However, the “Lead Inventor” must still satisfy the inventor requirements described in Section 3.

The “Lead Inventor” is responsible for:

- 1. Communicating with joint inventors, UNM RAINFOREST INNOVATIONS (INNOVATIONS) and patent attorney/law firm personnel;
- 2. Providing requested documents to INNOVATIONS and the patent attorney/law firm personnel; and
- 3. Notifying INNOVATIONS and the patent attorney of changes in invention status.

I (Lead Inventor) understand and agree to comply with the responsibilities set forth for this invention.

First Name (Typed or Printed)	Middle	Last Name
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Lead Inventor Signature	Date
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2. Invention Title

(Typed or printed)

3. Inventors

All individuals who contributed to the conception of the invention 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 an invention is not an inventor, unless he/she also told the other how to do it, as well. Parties working together on a problem will be joint inventors if each makes a mental contribution to the final invention 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 patent can be rendered invalid by including as an inventor an individual who did not contribute to the conception of the invention.

A. University of New Mexico Inventors

1.

First Name Middle Last Name

Invention Contribution %: _____ (this % does not equal royalty sharing allocation for UNM inventors; see Section 8 and Exhibit A)

Business Contact Information:

UNM Title UNM Department

UNM Department Address

City State Zip Code

UNM Telephone UNM Fax UNM Email

Residential Contact Information:

Residential Address

City State Zip Code

Residential Telephone Residential Email

Country of Citizenship: _____

2.

First Name Middle Last Name

Invention Contribution %: _____ (this % does not equal royalty sharing allocation for UNM inventors; see Section 8 and Exhibit A)

Business Contact Information:

UNM Title UNM Department

UNM Department Address

City State Zip Code

UNM Telephone UNM Fax UNM Email

Residential Contact Information:

Residential Address

City State Zip Code

Residential Telephone Residential Email

Country of Citizenship: _____

If there are additional UNM inventors, use space below to add:

B. NON-University of New Mexico Inventors

1. _____
First Name Middle Last Name

Invention Contribution %: _____

Business Contact Information:

Title Company/Department

Company Address

City State Zip Code

Company Telephone Company Fax Company Email

Residential Contact Information:

Residential Address

City State Zip Code

Residential Telephone Residential Email

Country of Citizenship: _____

2. _____
First Name Middle Last Name

Invention Contribution %: _____

Business Contact Information:

Title Company/Department

Company Address

City State Zip Code

Company Telephone Company Fax Company Email

Residential Contact Information:

Residential Address

City

State

Zip Code

Residential Telephone

Residential Email

Country of Citizenship:

Add further sections for additional inventors.

4. Funding or Sponsorship

Please check yes or no:

- A. Directly Related to UNM Research duties: **Yes** **No**
- B. Result from research performed with UNM funds/facilities: **Yes** **No**
- C. Result from research unrelated to UNM research duties: **Yes** **No**
- D. Material subject to a material transfer agreement:
(attach copy of agreement) **Yes** **No**
- E. Department of Veterans Affairs salary support to inventors or WOC:
(Attach copy of agreement and provide *details*) **Yes** **No**
- F. Departments of Veterans Affairs funds/facilities support:
Details: **Yes** **No**

Funding/Sponsorship Sources:

Federal Funding: **Yes** **No**

State Funding: **Yes** **No**

1. _____
 Agency Name Contract Number or Grant Number

 Principal Investigator Department

 Start Date (MM/DD/YYYY): _____ End Date (MM/DD/YYYY): _____
 (Attach copy of Award) (UNM Banner ID: _____)

2. _____
 Agency Name Contract Number or Grant Number

 Principal Investigator Department

 Start Date (MM/DD/YYYY): _____ End Date (MM/DD/YYYY): _____
 (Attach copy of Award) (UNM Banner ID: _____)

PRIVATE - Funding/ Sponsorship Sources:

1. _____
 Agency Name Contract Number or Grant Number

 Principal Investigator Department

 Start Date (MM/DD/YYYY): _____ End Date (MM/DD/YYYY): _____
 (Attach copy of Award) (UNM Banner ID: _____)

2. _____
 Agency Name _____ Contract Number or Grant Number _____

 Principal Investigator _____ Department _____

 Start Date (MM/DD/YYYY): _____ End Date (MM/DD/YYYY): _____

 (Attach copy of Award) (UNM Banner ID: _____)

UNIVERSITY - Funding/ Sponsorship Sources:

1. _____
 Agency Name _____ Contract Number or Grant Number _____

 Principal Investigator _____ Department _____

 Start Date (MM/DD/YYYY): _____ End Date (MM/DD/YYYY): _____

 (Attach copy of Award) (UNM Banner ID: _____)

2. _____
 Agency Name _____ Contract Number or Grant Number _____

 Principal Investigator _____ Department _____

 Start Date (MM/DD/YYYY): _____ End Date (MM/DD/YYYY): _____

 (Attach copy of Award) (UNM Banner ID: _____)

OTHER - Funding/ Sponsorship Sources:

1. _____
 Agency Name _____ Contract Number or Grant Number _____

 Principal Investigator _____ Department _____

 Start Date (MM/DD/YYYY): _____ End Date (MM/DD/YYYY): _____

 (Attach copy of Award) (UNM Banner ID: _____)

2. _____
 Agency Name _____ Contract Number or Grant Number _____

 Principal Investigator _____ Department _____

 Start Date (MM/DD/YYYY): _____ End Date (MM/DD/YYYY): _____

 (Attach copy of Award) (UNM Banner ID: _____)

5. Invention Details

1. Invention Title: _____

2. Means of Documentation: _____
3. Conception Date (MM/DD/YYYY): _____
4. Reduced to Practice Date (MM/DD/YYYY): _____
5. Summary and utility of the invention (Please provide a structural and functional description of the invention as well as the problem(s) it will solve. If possible, attach manuscripts, drawings, abstracts, or any other materials that would assist in the understanding of the invention):

6. Disclosure

In order to obtain valid patent protection on an invention in the United States, a patent application must be filed with the United States Patent and Trademark Office within one (1) year after the invention is first described in a printed publication anywhere in the world and within one (1) year after the invention is first available for sale or in public use in the United States. To preserve patent rights in many foreign countries, a United States patent application must be filed before any public disclosure in any form anywhere in the world and an application must be filed in the foreign country within one (1) year from the United States filing date. If these deadlines are not met, the invention is deemed no longer "new" for patent purposes and therefore not patentable.

Public Disclosure Sources:

Journals: (Include all manuscripts describing the invention that have been published, those that have been accepted but not yet published, and those that have simply been submitted but not yet accepted or rejected. Also include any manuscripts that you intend to submit within the next six (6) months. In that case, give the best information that you have at the present time. Please note that authors of the manuscript may not necessarily qualify as inventors.)

1. Name of Journal: _____
Title of Manuscript: _____
Author(s): _____
Date of submission (MM/DD/YYYY): _____ Date of acceptance/publication: _____
2. Name of Journal: _____
Title of Manuscript: _____
Author(s): _____
Date of submission (MM/DD/YYYY): _____ Date of acceptance/publication: _____

Conferences: (Include all conferences at which any presentation concerning the invention has been made, as well as conferences which have not yet occurred but for which a manuscript or abstract has been submitted. Also include any conferences at which you intend to disclose information concerning the invention within the next six (6) months.)

1. Title of Conference: _____
Title of Manuscript: _____
Location: _____ Date (MM/DD/YYYY): _____

Is (or was) the abstract or manuscript distributed prior to the conference? Yes No

If yes, when? _____

2. Title of Conference: _____
Title of Manuscript: _____
Location: _____ Date (MM/DD/YYYY): _____

Is (or was) the abstract or manuscript distributed prior to the conference? **Yes** **No**

If yes, when? _____

Theses and Dissertations: (Include any thesis or dissertation describing the invention that has been submitted to satisfy graduation requirements. Also include any thesis dissertation that may be submitted within the next six (6) months.)

1. Title of Thesis/Dissertation: _____
Author: _____
Author's Anticipated Graduation Date (MM/DD/YYYY): _____

Offer of Sale: Has the embodiment of this invention been offered for sale or licensing? **Yes** **No**

Date: _____ Details: _____

Public Use: Has the embodiment been used publicly? Is (or was) the abstract or manuscript distributed prior to the conference? **Yes** **No**

Date: _____ Details: _____

Third Party Disclosure: Has any other disclosure of the invention (written or oral) been made to a third party who was not bound by a written obligation of confidentiality? **Yes** **No**

Date: _____ Details: _____

7. Submitted Files

The following files have been submitted electronically with this invention disclosure.

8. SIGNATURES

Inventor(s) acknowledge that, under UNM's Intellectual Property Policy ("IPP") as described in the Faculty Handbook, UNM owns the invention, lab notebooks, and all other materials which contain information about the invention. Inventor(s) are those persons who are considered under patent law to be inventors and must be listed on any application for a patent. Inventor(s) are entitled to a share of royalties and other commercialization proceeds – which do not include payments for sponsored research ("Royalties") – received by the University from commercialization of the invention. **Inventor(s) share Royalties equally unless they agree otherwise among themselves in writing (see attached Exhibit A).** Disagreements regarding inventorship and royalty sharing shall be subject to the procedures and remedies of the IPP. Inventor(s) agree to timely execute all assignments and other documents related to securing intellectual property protection and licensing of the invention and to otherwise cooperate with INNOVATIONS and the patent attorney selected to handle this case. Inventor(s) also agree to make available to INNOVATIONS, upon request, copies of lab notebooks and any other materials which contain information about the invention. Inventor(s) have reviewed this invention disclosure and hereby warrant the accuracy of the information contained here.

INVENTOR(S):

Inventor Signature	Inventor Typed name	Date
Inventor Signature	Inventor Typed name	Date
Inventor Signature	Inventor Typed name	Date
Inventor Signature	Inventor Typed name	Date

WITNESS:

The invention disclosure herein has been read and understood by the following witness:

Witness Signature	Witness Typed name	Date
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CHAIR OR DIRECTOR:

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

By: Chair/Director Signature	Chair/Director Typed name	Date
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OFFICE OF VICE CHANCELLOR OF RESEARCH (HSC) or VICE PRESIDENT FOR RESEARCH (MAIN CAMPUS) (FOR UNM COLLABORATIVE INVENTIONS ONLY – COLLABORATELY DEVELOPED AND JOINTLY DISCLOSED BY INVENTORS FROM BOTH HEALTH SCIENCES CENTER AND MAIN CAMPUS):

Without making any representations with respect to its content, the VCR or VPR of UNM acknowledges the following proportional expense sharing and UNM's 20% of net royalty sharing, to HSC and Main Campus based on inventor contribution percentages to the conceptualization of the invention as follows:

HSC: ___% and Main Campus: ___% (total 100%)

By: Vice Chancellor for Research, HSC	Typed name	Date
By: Vice President for Research, main campus	Typed name	Date

EXHIBIT A
to Invention Disclosure Form
(to be completed if inventors agree to split inventor royalty sharing other than equally)

Inventor Royalty Sharing Allocation Plan Agreement
Effective DATE

Pursuant to the Protocol on Royalty Division of the University of New Mexico Intellectual Property Policy, this document is the inventors' unanimous agreement for Royalty Sharing Allocation Plan related to the invention/patent application listed below:

INNOVATIONS Ref. No.	Patent Application No.	Invention Title	Disclosure Date	Inventor(s)

With respect to the technology listed above and any net monetary royalty distributions that result from commercialization of the technology described in the invention disclosure document and subsequent patent application(s), the inventors unanimously agrees to the following royalty sharing allocation of the 40% inventors' distribution of net royalties:

Docket No.	Inventor 1	Inventor 2	Inventor 3	Total
	%	%	%	100%

The above allocation percentages will be applied to income received by UNM RAINFOREST INNOVATIONS after the effective date as above written.

By my signature I testify that I agree to the terms of royalty sharing allocation as described above:

 Inventor 1

 Date

 Inventor 2

 Date

 Inventor 3

 Date

 Inventor 4

 Date

Note: Royalty distributions made to inventors & others are subject to federal and state taxes as required. Royalty distributions are reported annually via IRS Form 1099 pursuant to IRS regulations. For any income tax related matters related to royalty distributions, inventors are advised to consult a tax specialist.

INVENTOR ASSIGNMENT TO UNM

ASSIGNMENT from **(inventor name):** _____ whose address is set forth on the signature page hereof (the "Inventor"), 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 Inventor, while employed by or enrolled at the University, conceived and/or reduced to practice one or more inventions 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

(both the disclosure and the associated materials are collectively referred to herein as the "Invention Disclosure");

WHEREAS, the Inventor executed applications for Letters Patent of the United States of America based upon the disclosure above. Any such patent application(s) filed as of the date hereof are described below:

Patent App. Serial No.	Country	Date of Filing	Title

and

WHEREAS, the University is legally entitled to obtain a formal assignment from the Inventor of his/her entire right, title, and interest in and to invention(s) and related technology created by Inventor during his/her employment or enrollment by the University.

NOW, THEREFORE, the Inventor has individually and jointly agreed to assign and transfer and does hereby assign and transfer unto the University, its successors and assigns his/her entire right, title, and interest in and to: (a) the invention(s) described in the Invention Disclosure and/or Patent Application(s); (b) any technical information, know-how, trade secret, process, procedure, composition, biological materials, device, method, formula, protocol, technique, software, design, trade-name, trademark, copyright, copyrightable material, drawing or data which is related to the aforesaid invention(s) and/or that is included in the Invention Disclosure, whether or not covered by the Patent Application(s); (c) all rights of the Inventor in the Patent Application(s) including but not limited to all divisions, Letters Patent, reissues, re-examinations, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries, including but not limited to the right to apply for Letters Patent, Utility Models, or Inventor Certificates or equivalents in foreign countries in the University's own name and to claim any priority rights for such foreign applications to which such applications are entitled under such countries' domestic laws, international conventions, treaties, or otherwise; and (d) to the extent the University owns the same under its policies and practices, all improvements to the invention(s) described in the Invention Disclosure and/or Patent Application(s) hereafter made or invented by the Inventor (all of the foregoing, (a), (b), (c), and (d) being collectively referred to throughout this Assignment as the "Invention"); and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the intellectual property rights assigned hereby, including all patents issuing on the Patent Applications.

The Inventor has individually and jointly already agreed and does hereby warrant for himself/herself and heirs, executors, and administrators, to execute and deliver without further consideration any further applications, assignments, and documents, and to perform such other acts as lawfully may be deemed necessary by the University, its successors, assigns, and nominees, fully to secure its right, title, and interest as aforesaid and to obtain and maintain Letters Patent, Utility Models, or Inventors' Certificates in any and all counties; and the Inventor hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent which may be granted upon any of said applications, to the University as the assignee of the entire right, title, and interest therein.

THE INVENTOR FURTHER ACKNOWLEDGES AND AGREES AS FOLLOWS:

1. In accordance with the University's policies and practices, all net revenues from the Invention (all income received by the University, or its assignee, from commercialization of the Invention, not including payments for research, development or reimbursement of certain costs), shall be divided as follows: forty percent (40%) equally to the Inventors (unless the Inventors have otherwise agreed in writing and so notified the University), forty percent (40%) to UNM RAINFOREST INNOVATIONS, 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 Invention, the Inventor 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 Inventor authorizes the attorney of record for the Patent Application(s) without further consideration to insert in this Assignment where indicated above, or in an Addendum to be attached hereto, the filing date, country where filed, title and serial number of such Patent Application(s) filed hereafter as they become officially known.
4. The Inventor authorizes and requests without further consideration all domestic and foreign patent office officials to issue all patents, when granted, to the University, its successors and assigns.
5. The Inventor warrants and represents without further consideration that no assignment, sale, agreement or encumbrance has been or will be made or entered into by him/her which would conflict with this assignment.
6. THE UNDERSIGNED INVENTOR ACKNOWLEDGES BY HIS/HER SIGNATURE HERETO THAT HE/SHE HAS READ THE FOREGOING, UNDERSTAND ITS CONTENTS AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL OF HIS/HER CHOOSING CONCERNING HIS/HER RIGHTS AND OBLIGATIONS HEREUNDER.

 Assignor (Inventor) Signature
 Assignor (Inventor) Address:

 Date

STATE OF NEW MEXICO)
)
 COUNTY OF BERNALILLO) ss.

The foregoing instrument was subscribed and acknowledged before me, this _____ day of _____, _____ by the afore mentioned inventor.

My Commission Expires:

 Notary Public

Seal: