

Copyright Assignment Agreement

Date:		Manuscript Number:		
Type of Work:(<i>check all that apply</i>)	<input type="checkbox"/> Article	<input type="checkbox"/> Conference Paper	<input type="checkbox"/> Committee Work Project	<input type="checkbox"/> Book
<input type="checkbox"/> Other (specify)				
Title: ("the Work")				
Author(s): (collectively the "Author" or "Authors")				
<input type="checkbox"/> Check if the Author(s) is/are the undersigned Owner(s) of the Work (by checking this box, Author(s), among other things, is warranting the Work has not previously been assigned or transferred.)				
Has this Work, or any part of this Work, been submitted elsewhere for publication or distribution, including any other NACE publication?				
<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, please explain:		
Was Work, or any part of the Work, created by the Author(s) as part of the Author(s)'s employment or job?	<input type="checkbox"/> Yes	<input type="checkbox"/> No (by checking this box, Author(s), among other things, is warranting the work, and the copyright rights therein, are not owned by the Author(s)'s employer and that Author(s) is the correct party to execute this Copyright Assignment Agreement)		
If yes, please identify employer (Name, address, phone number):				

WHEREAS, the undersigned is the Owner(s) (or its authorized representative) (hereinafter, "Owner(s)") of copyrights in the Work; WHEREAS, NACE International ("NACE") is desirous of acquiring all copyrights and any registration thereof, in and to the Work;
WHEREAS, Owner(s) is willing to assign such rights to NACE upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the benefits derived by the Owner(s) as a result of further publication or distribution of the Work, as well as other goods and valuable consideration, the receipt, adequacy and sufficiency of which is acknowledged by the Owner(s), the Owner(s) agrees as follows:

- 1.0 The Owner(s) hereby transfers and assigns to NACE and its successors, all of the Owner(s)'s foreign and domestic right, title and interest, in to and under the Work, including without limitation, all copyrights in the Work named above and registrations thereof. All U.S. government works are expressly excluded from transfer and assignment of copyrights. All proprietary rights in the underlying subject matter of the Work, such as patent rights, are expressly reserved by the Owner(s).
- 2.0 NACE grants to the Owner(s) a limited, non-transferable, non-exclusive, royalty free license in the Work to:
 - (1) Prepare abstracts of the Work, provided that the abstracts includes the Work's title, all Owner(s), conference where presented or publication in which it appeared and proper copyright acknowledgement to NACE.
 - (2) Reproduce figures, photographs, charts or graphs appearing in the Work.
 - (3) Reproduce the paper in reasonable quantities for personal, noncommercial use so long as such use does not interfere with NACE's rights with the Work. This specifically excludes Owner(s) from distributing for sales purposes or distribution at functions which NACE is presenting or otherwise distributing the Work.
 - (4) Reproduce the Work for in-house education or training purposes of Owner(s)'s employer. Copies are limited to one copy per co-worker and only for distribution to co-workers within the legal entity employing the Owner(s).
 - (5) Prepare new works which incorporates ideas, concepts, data, figures, photographs, charts and graphs used to prepare the Work.

NACE may terminate this Section 2.0 in the event the Owner(s) breaches any term of this Agreement

- 3.0 Each undersigned Owner(s) represents and warrants that (1) he/she/it is an Owner(s) of the Work; (2) the Work is original; (3) each Owner(s) of any rights in the Work is a signatory to this Assignment or, if there are additional Owner(s) who are not signatories hereto, such Owner(s) have been identified herein and the undersigned Owner(s) has been granted full power and authority to assign the copyrights on their behalf; (4) the Work does not violate any copyright or other proprietary right of any third party or create a liability owed to any third party, or contain any libelous statements; (5) no confidential information is embodied in the Work or otherwise disclosed by the Work; and (6) the Work has not been previously conveyed to a third party (See below if Author(s) is employed by any governmental unit.)
- Owner(s) agrees to indemnify, defend, and hold harmless NACE against infringement claims against the Work and other claims arising from the Work, including, but not limited to, libel or defamation. Owner(s) agrees to cooperate as necessary in the defense of such claim(s).
- 4.0 The Owner(s) acknowledges that NACE has made no representation or warranty that the Work will be presented, published or otherwise used as contemplated by NACE or the Owner(s).
- 5.0 Further Assurances. Owner(s) will, upon the written request of NACE, its successors, or assigns, execute all documents, prepared at the expense of NACE, its successors or assigns, necessary or practicable in order to perfect NACE's foreign and domestic title to any and all rights in the Works conveyed hereunder, including, but not limited to, recordal of this Assignment to reflect NACE's ownership of therein. Owner(s) will not do or omit to do any act, matter or thing whereby the rights or the assignability of the rights in the Works may be prejudicially affected.
- 6.0 Authorization to Issue. Owner(s) authorizes and requests the United States Copyright Office, and similar entities in foreign countries, to issue any and all registrations of the Works to NACE as owner(s) of the entire interest in the Works.
- 7.0 The Author(s) agree that any and all copies of the final published version of the Work or any part thereof distributed or posted by them in print or electronic format as permitted herein will include the notice of copyright that includes: Full Journal or Magazine citation including, Author(s) name, Article title, Journal or Magazine title, Vol. no., Issue no., and Year of Journal or Magazine publication. © NACE International FIRST YEAR OF PUBLICATION.
- 8.0 Work Owned by Employer. If the Work was made, written, or created by the Author(s) in the course of the Author(s)'s employment (as a "work-made-for-hire" in the course of employment), the Work is owned by the company/institution which must execute this Agreement (in addition to the Author(s)'s signature). In such case, the company/institution hereby grants to NACE the full and exclusive rights comprised in the Work(s) as specified in Paragraph 1.0 above throughout the world for the duration of the statutory term of protection.
- 9.0 Entire Agreement. This Agreement constitutes the entire agreement between NACE and the Owner(s) pertaining to the subject matter hereof, and supersedes, supplants, and renders null and void any and all prior and contemporaneous negotiations, discussions, proposals, agreements, understanding, representations or communications, oral or written, of the parties hereto with respect to the subject matter hereof.
- 10.0 This Copyright Assignment Agreement shall be governed and interpreted, construed, and enforced in accordance with the laws of the State of Texas, without regard to the choice of law provisions of that state.

CHECK ONE BOX:

Author-owned work

Author's signature: _____ Date: _____

Type or print name and title: _____

Co-Author's signature (if applicable): _____ Date: _____

Type or print name and title: _____

Company/Institution-owned work (Work made, written, or created in the course of employment)

Name of Company or Institution (Employer-for-hire): _____

Signature of authorized Company or Institution representative: _____ Date: _____

Type or print name and title of person signing: _____

Author's signature: _____ Date: _____

Type or print name and title: _____

Co-Author's signature (if applicable): _____ Date: _____

Type or print name and title: _____

U.S. Government work **Note to U.S. Government Employees**

A contribution prepared by a U.S. federal government employee as part of the employee's official duties is called a "U.S. Government work," and it is in the public domain in the United States. In such case, Paragraphs 1.0 and 2.0 will not apply. Author(s) acknowledges that the Work will be published in the United States and other countries. To the extent Author(s) retains any, or all, of the rights in the Work then Author(s) signature below indicates assignment of such rights pursuant to the terms of this Agreement:

Author's signature: _____ Date: _____

Type or print name and title: _____

Co-Author's signature (if applicable): _____ Date: _____

Type or print name and title: _____

Government work outside the U.S.

If Author(s) is an employee of any governmental unit outside the United States, or the Work was prepared using government funds from any country other than the United States, Author(s) represents and warrants by signing below that to his or her knowledge and belief, under applicable laws of that country, s/he has the authority to grant NACE permission to reproduce and distribute and to prepare derivative works based on the Work.

Author's signature: _____ Date: _____

Author is a government officer or employee of, or has used government funds from _____
(type or write name of country).

Type or print name and title: _____

Co-Author's signature (if applicable): _____ Date: _____

Author is a government officer or employee of, or has used government funds from _____
(type or write name of country).

Type or print name and title: _____

Authors to NACE
FM_PUB_03
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