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| **West Virginia University Office of Technology Transfer** | | | | **WVU OTT Use Only** | | |
| *Submit an electronic or hard copy of this disclosure form and the assignment form with* ***signatures*** *to the West Virginia University Office of Technology Transfer (OTT).* | Office of Technology Transfer  PO Box 6224, Rm 721  886 Chestnut Ridge Rd  Morgantown, WV 26506-6224 | **Phone** 304.293.7539  **Fax** 304.293.3224  **Email** TechnologyTransfer@mail.wvu.edu | | **File**  **No.** | **Date Submitted** | **Date**  **Approved** |
|  |  |  |
| *Click shaded fields below and begin typing to complete this form. Shading does not print.* | | | More information at: <https://techtransfer.research.wvu.edu/forms> | | | |

**West Virginia University Copyright Disclosure and Assignment Form**

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| 1. **Title of Work** |

Provide a brief (5 to 10 word) description of the work:

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| 1. **Establishment of Work** |

Provide the following information about the creation of the work:

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| --- | --- | --- |
| **Date:** | **Place:** | **Documented? Yes  No  If Yes, How?** |

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| 1. **Description of Work** |

1. Provide a brief description of the work including the medium(s) in which it exists or plans to exist:

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2. Attach the best available physical or electronic copy of the work to be considered for copyright protection to this form. If the final form of the work does not yet exist, attach a preliminary form or key contributions to the final form of the work. Briefly describe each attachment below.

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| 1. **Public Disclosure** |

1. Was the work publicly disclosed? A public disclosure is a non-confidential communication to the public revealing the work to people outside of WVU not bound by a confidentiality agreement.

Yes  No If yes, provide each past public disclosure date and cite or describe the respective circumstance below. Add rows if necessary.

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| **Disclosure Date** | **Citation or Brief Description of Disclosure Circumstances** |
|  |  |

2. Is a public disclosure of the work planned or anticipated?

Yes  No If yes, provide the anticipated public disclosure date and cite or describe the respective circumstance below. Add rows if necessary.

|  |  |
| --- | --- |
| **Disclosure Date** | **Citation or Brief Description of Disclosure Circumstances** |
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| 1. **Sponsorship** |

1. Was the work developed in the performance of or related to the subject matter of a grant or contract? This includes government grants, contracts, subawards, industry sponsored research, gifts, fellowships, or internal WVU funding.

Yes  No If yes, provide details below. Add rows if necessary.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sponsor | Sponsor Award ID or Contract No. | WVU Award ID | WVU OSP No. | Title or Brief Description of Work |
|  |  |  |  |  |

2. Is the developed work part of one or more submitted or planned to be submitted applications for grant or contract funding?

Yes  No If yes, provide details below. Add rows if necessary.

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| --- | --- | --- | --- |
| Submission Date | Sponsor | Notice of Award Date | Title or Brief Description of Planned Work |
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| 1. **Third Party Rights** |

1. Are any agreements in place or interactions with a third party not identified in Section E. that may affect ownership of the work? For example, material transfer, data transfer, inter-institutional, confidentiality, licensing, or consulting agreements, etc.

Yes  No If yes, identify each third party and a description of the agreement or interaction. Add rows if necessary.

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| Name of Third Party | Brief Description of Agreement or Interaction |
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| 1. **Commercialization** |

1. In your opinion, what type of commercial applications or products would be sold? What existing and emerging industries or markets apply? If applicable, list any foreign countries or regions where the work may have exceptional commercial value, including a justification.

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2. In your opinion, which of the following best describes the work’s current stage of development as it relates to its current marketability:

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| --- | --- | --- |
| Could be Brought to Market with a  Substantial Investment of Resources | Could be Brought to Market with a  Moderate Investment of Resources | Could be Brought to Market with a  Minimal Investment of Resources |

3. Are you aware of any companies, individuals, or other entities that might be interested in commercializing the work?

Yes  No If yes, identify those sources below. Add rows if necessary.

|  |  |  |
| --- | --- | --- |
| Previously Contacted? | Name | Contact Information (email & phone number, if available) |
| Yes  No |  |  |

4. Do you have an interest in forming a startup, participating in campus programs for commercialization, or business planning around this work?

Yes  No If yes, elaborate on your interest. What specific resources would be most helpful?

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5. Do you wish to share any more information related to this work?

Yes  No If yes, please provide the information below.

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| 1. **Author Information** |

Provide the following information for each author. An asterisk (**\***) denotes a required field. Percent (%) contribution from all authors must add up to 100%. Percent (%) contribution may be used to determine future royalty disbursements that result from this invention disclosure. A signature is required from all authors. By providing your signature, whether electronic or original,

1. you hereby declare that the details furnished in this document are true and correct to the best of your knowledge; and
2. for WVU-affiliated authors, the work is submitted pursuant to and governed by the provisions of the WVU Intellectual Property Policy, available at <https://policies.wvu.edu/finalized-bog-rules/bog-governance-rule-1-5-intellectual-property-rule-for-patent-copyright-and-trademark-rights> (Rule 1.5), and you hereby confirm your assignment to WVU and any and all ownership you have in such work and associated intellectual property rights pursuant to Rule 1.5.

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| --- | --- | --- | --- |
| **Author 1 (Lead)** | | | |
| **\* Full Name:** |  | | |
| **Title or Position:** |  | | |
| **\* Department or Division:** |  | | |
| **\* College or School or External Affiliation:** |  | | |
| **\* Residential Street Address, City, State ZIP:** |  | | |
| **\* Primary Email:** |  | **\* Primary Telephone:** |  |
| **Alternate Email:** |  | **Alternate Telephone:** |  |
| **\* Citizenship:** |  | **\* % Contribution:** |  |
| **\* Inventor Signature:** |  | **\* Signature Date:** |  |

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| --- | --- | --- | --- |
| **Author 2** | | | |
| **\* Full Name:** |  | | |
| **Title or Position:** |  | | |
| **\* Department or Division:** |  | | |
| **\* College or School or External Affiliation:** |  | | |
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| **\* Primary Email:** |  | **\* Primary Telephone:** |  |
| **Alternate Email:** |  | **Alternate Telephone:** |  |
| **\* Citizenship:** |  | **\* % Contribution:** |  |
| **\* Inventor Signature:** |  | **\* Signature Date:** |  |

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| **Author 3** | | | |
| **\* Full Name:** |  | | |
| **Title or Position:** |  | | |
| **\* Department or Division:** |  | | |
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| **Alternate Email:** |  | **Alternate Telephone:** |  |
| **\* Citizenship:** |  | **\* % Contribution:** |  |
| **\* Inventor Signature:** |  | **\* Signature Date:** |  |

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| **Author 4** | | | |
| **\* Full Name:** |  | | |
| **Title or Position:** |  | | |
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| **\* Citizenship:** |  | **\* % Contribution:** |  |
| **\* Inventor Signature:** |  | **\* Signature Date:** |  |

**West Virginia University Research Corporation**

**Office of Technology Transfer**

**Record of Confirmatory Assignment**

**to**

**West Virginia University**

**Board of Governors**

**on behalf of**

**West Virginia University**

WHEREAS,

|  |  |
| --- | --- |
| **Printed Full Name(s) of Author(s) (“Assignor(s)”)** | **Residential Street Address, City, State ZIP (No P.O. Box)** |
| **1.** |  |
| **2.** |  |
| **3.** |  |
| **4.** |  |

Assignor(s) has/have invented/created certain new and useful intellectual property with a working title of:

**Title of Intellectual Property**

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which may become the subject of a United States or foreign patent application or any other type of intellectual property protection.

AND WHEREAS THE WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY, a state institution of higher education existing under the laws of the State of West Virginia (hereinafter called “Assignee”), is desirous of acquiring the entire worldwide right, title, and interest in, to and under said invention/creation and in, to and under Letters Patent or similar legal protection including any intellectual property protections to be obtained therefore in the United States, its territorial possessions, and in any and all foreign countries.

NOW, THEREFORE, in consideration of the relationship between Assignor(s) and Assignee, the West Virginia University BOG Governance Rule 1.5, Intellectual Property Rule for Patent, Copyright, and Trademark Rights, and/or other good and valuable consideration, the receipt and sufficiency of all of which Assignor(s) hereby acknowledge(s), Assignor(s) has/have agreed to assign and do/does hereby assign, sell, transfer, and set over unto said Assignee, the entire right, title, interest in said intellectual property and improvements for the United States and its territorial possessions and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof including all priority rights under the International Convention associated therewith for each country and the Union, said Assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and an and all divisions, reissues, continuations, continuations-in-part, substitutes, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by Assignor(s) had this assignment not been made.

The Commissioner of Patents and Trademarks is requested to issue such Letters Patent in accordance herewith. Assignor(s) covenant that Assignor(s) is/are the lawful owner(s) of the inventions and improvements disclosed in said invention, that the same are unencumbered, that no license has been granted to make, use, offer for sale, sell or import said inventions or improvements of any of them, and that Assignor(s) has/have the full right to make this assignment.

Assignor(s) hereby covenant(s) with said Assignee, its successors, assigns and legal representatives that I/we have made to others no assignment, grant, mortgage, license, sale or agreement affecting the rights and property conveyed and that we have the full right to convey the same as herein expressed.

And for the consideration aforesaid, Assignor(s) agree(s) jointly and individually that Assignor(s) will communicate to said Assignee or the representatives thereof any facts known to Assignor(s) respecting said inventions and improvements, and will, upon request, but without expense to Assignor(s), testify in any legal proceeding, sign all lawful papers, execute all divisional, reissue, continuation, continuations-in-part, substitutes, renewal, and/or all other patent applications, execute all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said Assignee or by counsel for said Assignee, to assist or enable said Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor(s) heirs, executors, administrators, successors, and/or assigns, and shall inure to the benefit of the heirs, executors, administrative successors and/or assigns, as the case may be, of said Assignee.

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| --- | --- | --- | --- |
| **Assignor 1. Signature:** |  | **Date:** |  |
| **Assignor 2. Signature:** |  | **Date:** |  |
| **Assignor 3. Signature:** |  | **Date:** |  |
| **Assignor 4. Signature:** |  | **Date:** |  |