IEEE COPYRIGHT TRANSFER
& EXPORT CONTROL COMPLIANCE FORM

To insure uniformity of treatment among all contributors, other forms may not be substituted for this form, nor may any wording of the form be changed. This form is intended for original material submitted to IEEE and must accompany any such material in order to be published by IEEE. Please read the form carefully and keep a copy for your files.

TITLE OF PAPER/ARTICLE/REPORT/PRESENTATION/SPEECH (hereinafter, “the Work”):

COMPLETE LIST OF AUTHORS:

IEEE PUBLICATION (Journal, Magazine, Conference, Book) TITLE:

Copyright Transfer

The undersigned hereby assigns all rights under copyright and the Copyright Act, 17 U.S.C. § 101 et seq. that may exist in and to the above Work to The Institute of Electrical and Electronics Engineers Inc. (the “IEEE”). The undersigned hereby warrants that the Work is original and that he/she is the author of the Work; to the extent the Work incorporates text passages, figures, data or other material from the works of others, the undersigned has obtained any necessary permissions. The undersigned further warrants that the publication or dissemination of the Work shall not violate any proprietary right or the Digital Copyright Millennium Act (the “DCMA”).

Export Control Law Compliance

The IEEE, a not-for-profit organization headquartered in the State of New York in the United States of America, distributes its technical publications throughout the world and wants to ensure that the material submitted to its publications is properly available for general dissemination to the readership of those publications. The undersigned hereby certifies that: (1) the information contained in any materials submitted to the IEEE in connection with the Work is not subject to any restriction related to its disclosure, because it is not defense-related, classified, or subject to any other disclosure restrictions by any government, including the United States government, that has authority to restrict the dissemination of such information; (2) any and all necessary authorization(s) from the undersigned’s employer(s) for the disclosure of the information discussed in the Work have been obtained; and (3) the foregoing applies to all future versions of the Work, edited by the undersigned, an assistant, co-author or any person working with the undersigned. If the information is subject to any disclosure restrictions, the undersigned certifies that all necessary written authorization(s) for its public disclosure have been obtained and are attached herewith. IEEE reserves the right to refuse publication of the Work or participation at a conference for failure to certify the foregoing.

General Terms

The undersigned represents that he/she has the power and authority to make and execute this assignment.

The undersigned agrees to indemnify and hold harmless IEEE from any damage or expense that may arise in the event of a breach of any of the warranties set forth above.

In the event the above work is not accepted and published by the IEEE or is withdrawn by the author(s) before acceptance by the IEEE, this form agreement becomes null and void and all materials submitted to the IEEE will be destroyed in accordance with IEEE’s export compliance program.

(1)_____________________________________________________________  ___________________________________  
Author/Authorized Agent for Joint Authors      Date
(For jointly authored Works, all joint authors should sign, or one of the authors should sign as authorized agent for the others.)

U.S. Government Employee Certification (where applicable)

This will certify that all authors of the Work are U.S. government employees and prepared the Work on a subject within the scope of their official duties. As such, the Work is not subject to U.S. copyright protection.

(2)_____________________________________________________________  ___________________________________  
Authorized Signature      Date
(Authors who are U.S. government employees should also sign signature line (1) above to enable IEEE to claim and protect its copyright in international jurisdictions)

Revised: 19 October 2001
RETAINED RIGHTS/TERMS AND CONDITIONS

1. Authors/employers retain all proprietary rights in any process, procedure, or article of manufacture described in the Work.

2. Authors/employers may reproduce or authorize others to reproduce the Work, material extracted verbatim from the Work, or derivative works for the author’s personal use or for company use, provided that the source and the IEEE copyright notice are indicated, the copies are not used in any way that implies IEEE endorsement of a product or service of any employer, and the copies themselves are not offered for sale.

3. Authors/employers may make limited distribution of all or portions of the Work prior to publication if they inform the IEEE in advance of the nature and extent of such limited distribution.

4. In the case of a Work performed under a U.S. Government contract or grant, IEEE recognizes that the U.S. Government has royalty-free permission to reproduce all or portions of the Work, and to authorize others to do so, for official U.S. Government purposes only, if the contract/grant so requires.

5. For all uses not covered by items 2, 3, and 4, authors/employers must request permission from the IEEE Intellectual Property Rights office to reproduce or authorize the reproduction of the Work or material extracted verbatim from the Work, including figures and tables.

6. Although authors are permitted to re-use all or portions of the Work in other works, this does not include granting third-party requests for reprinting, republishing, or other types of re-use. The IEEE Intellectual Property Rights office must handle all such third-party requests.

INFORMATION FOR AUTHORS

IEEE Copyright Ownership

It is the formal policy of the IEEE to own the copyrights to all copyrightable material in its technical publications and to the individual contributions contained therein, in order to protect the interests of the IEEE, its authors and their employers, and, at the same time, to facilitate the appropriate re-use of this material by others. The IEEE distributes its technical publications throughout the world and does so by various means such as hard copy, microfiche, microfilm, and electronic media. It also abstracts and may translate its publications, and articles contained therein, for inclusion in various compendiums, collective works, data bases and similar publications.

IEEE Export Control Policy

It is the formal policy of the IEEE to request the certification set forth above for all the materials submitted for potential publication or disclosure at a conference, in order to protect the interests of the IEEE, its authors and their employers, and, at the same time, to facilitate the appropriate public release of the submitted information in accordance with U.S. law. When an article is submitted to the IEEE for publication along with the enclosed form, this indicates that the information is either not subject to any disclosure restrictions or the authors have received all necessary governmental approvals.

Author/Employer Rights

If you are employed and prepared the Work on a subject within the scope of your employment, the copyright in the Work belong to your employer as a work-for-hire. In that case, the IEEE assumes that when you sign this Form, you are authorized to do so by your employer and that your employer has consented to the transfer of copyright, to the representation and warranty of publication rights, and to all other terms and conditions of this Form. If such authorization and consent has not been given to you, an authorized representative of your employer should sign this Form as the Author.

Further, if you are employed and prepared the materials submitted as a part of such employment, the U.S. export control responsibilities rest initially with your employer. In such instance, when this export control form is signed, you, as an agent of your employer, assume all the responsibilities for compliance under U.S. export control law. If you decline to do so or act without the consent and/or knowledge of your employer, then the IEEE will refuse to further consider the materials submitted for publication.

Reprint/Republication Policy

The IEEE requires that the consent of the first-named author and employer be sought as a condition to granting reprint or republication rights to others or for permitting use of a Work for promotion or marketing purposes.

PLEASE DIRECT ALL QUESTIONS ABOUT THIS FORM TO:

Manager
IEEE Intellectual Property Rights Office
445 Hoes Lane
P.O. Box 1331
Piscataway, NJ 08855-1131
Telephone (732) 562-3966

Revised: 19 October 2001