



Government Intellectual Property Release for Materials

Scope: *This form is used when the paper is produced by employees or contractors of a government (e.g., US, UK)*

Instructions: *The author (or in case of multiple authors, each author completes a separate form) shall sign this IP release form. If the author is a U.S. government employee who is submitting materials that were prepared in furtherance of their official duties, then this IP release form should also be signed by a U.S. government employee with authority to bind the U.S. government (e.g., a contracting officer). Executed forms may be submitted by either using digital signature, scanning the completed and signed form by emailing it to the INCOSE Administrative Offices at info@incose.net, or by mailing the completed form to: INCOSE Administration Offices, Suite 220, 7670 Opportunity Road, San Diego, CA 92111-2222 USA.*

Author's IP Agreement and Release:

I, _____ ("Author") will retain ownership of intellectual property rights (including copyright and related rights) to the Materials and grant to the International Council on Systems Engineering ("INCOSE") a non-exclusive, fully paid up, royalty-free, perpetual, worldwide license to use, publish, record, print, live stream, exploit, copy, assign, offer for sale, and otherwise distribute the "Materials," as defined by this Agreement and Release.

Under this Agreement and Release, the "Materials" include work submitted to INCOSE for publication, including work presented at INCOSE symposia, regional conferences, working groups, chapter meetings, and other events ("Conference Sessions,") such as:

- Manuscripts, papers, and work products;
- Presentations, agendas, supplements, and written materials made for or used in Conference Sessions; and
- Recordings of all Conference Sessions, including plenary, paper, and panel sessions ("Recordings.")

By agreeing to this Release, Author grants INCOSE the right to video record, photograph or otherwise record the Materials in connection with the Conference Sessions to which Author has contributed. INCOSE may share and/or post Materials for distribution to the general public, including use on all INCOSE's communication channels, such as but not limited to, websites, email, social media (Facebook, Twitter, YouTube, LinkedIn or other social media platforms), and marketing collateral, digitally edit and modify the Recordings, and to reproduce, distribute, sell, transmit, display, and perform throughout the World the Recording, in whole or in part, in any medium now known or hereafter discovered, and to edit and make derivative works based on the Recording. INCOSE shall have the right to use and re-use all or any part (e.g. quotes, soundbites or video clips) of the Recordings and of the Materials, and to license others to do so, in any and all media now known or hereafter devised (including but not limited to INCOSE. INCOSE may make technical and editorial modifications such as to edit, select fragments, duplicate or digitally enhance the Recordings and the Materials, as INCOSE may determine in its sole discretion, without however substantially altering the message or meaning of the content.

INCOSE is not obligated to use the Event Content or the Presentation Materials.

Author also grants INCOSE, its licensees, the right to record, photograph, use, re-use and distribute (print, share, post) their name, biographic material, voice, portrait, and likeness and use INCOSE's video/audio recording, photograph or other recording in which this information will appear, in the context of the Conference Sessions, including for the purpose of publicizing the Conference Sessions and to disclose and make available any Recording or Materials being used pursuant to the rights granted above.

INCOSE requires Author to obtain any needed approvals from employers, customers, and assignees to meet legal obligations for publication or use by INCOSE and affiliated societies of Materials.



If author is a U.S. government employee, author represents that this manuscript has been authored for United States Government purposes and that they have secured all required approvals and met any export and other applicable release requirements to publish. If applicable, Author further represents that that their employer or assignee have approved release of this material. By signing below, a U.S. government employee with authority to bind the U.S. government (e.g., a contracting officer) authorizes this Agreement and agrees to be bound by its terms on behalf of Author.

Author hereby waives any and all intellectual property claims including, but not limited to, trademark and copyright infringement claims, defamation, right to publicity and privacy claims arising out of or in connection with, any use, alternation, or use in any composite form of the Materials.

Author further hereby releases and discharges INCOSE from any and all liability arising out of or in connection with the making, producing, reproducing, processing, exhibiting, distribution, publishing, or transmitting by any means or otherwise use of the Materials.

The first page of any Materials submitted to INCOSE shall contain a copyright notice as follows: "Copyright © (insert year) by (insert author name or assignee). Permission granted to INCOSE to publish and use." This marking requirement does not apply if Author is a U.S. government employee and the Materials were prepared in furtherance of the Author's official duties.

Unless Author is a U.S. government employee submitting Materials that were prepared in furtherance of their official duties, this Agreement shall be governed by and construed in accordance with the substantive laws of the State of California without reference to principles of conflicts of law or choice of law that could trigger the application of the laws of any other jurisdiction, and all disputes arising under or related to this Agreement shall be brought in state or federal courts within the State of California. If Author is a U.S. government employee submitting Materials that were prepared in furtherance of their official duties, then this Agreement shall be governed and construed in accordance with federal law.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



Title of Material and Paper Number

This material will be used for:

| | | | | |
|---|--------------------------|--------------------------|---------------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| IS | WG product (Which WG) | Webinar | Chapter product (Which Chapter) | INSIGHT |
| <input type="checkbox"/> SE Journal | | | | |

Identify specific WG, webinar, chapter, or publication:

Author's Name (Print)

Phone Number

E-mail Address

Name of Company/Employer/Agency/Assignee

Mailing Address

Author Signature*

Date

Assignee Signature*

Date

Approved Assignee's Title

Exceptions on INCOSE use (if any)

Direct questions to: permissions@incose.net

Previous versions of this form may not be used.

*Please note: This form is set up to accept digital signatures. If you do not have access to a digital signature, please print the form, sign it manually and then scan and submit the signed copy electronically.