

SPE COPYRIGHT FORM

Meeting Name and Year _____

The Society of Petroleum Engineers (SPE) appreciates your willingness to contribute your paper to SPE. Transfer of copyright to SPE is a requirement for publication, including publication in conference proceedings, with the exception of material that is in the public domain (i.e., is not subject to copyright). Under this agreement, authors and their employers retain certain rights to make copies and reuse the material (refer to the Author-Retained Rights and Terms and Conditions on the back of this form). **The author/employer also retains any and all rights to any proprietary material disclosed in the paper.** This process allows for maximum dissemination of the information while maximizing protection against infringement by third parties. Under the terms of U.S. copyright law, an assignment of copyright must be a written, signed document from the owner of the work. Copyright assignment protects reproduction and distribution of the paper. SPE shall control the use and may offer to sell and/or collect royalties for use of the paper.

Publications are critical in SPE's mission to collect and disseminate knowledge concerning the exploration, development and production of oil and gas resources, and related technologies, for the public benefit; and to help industry professionals enhance their technical and professional competence. To meet these objectives freely and effectively, SPE does not accept limited permissions, including special licenses, to publish. This SPE Copyright Form must accompany and be executed for any original material to be published by SPE, including publication in conference proceedings. To ensure uniform treatment among all contributors, other forms may not be substituted for this form, nor may any wording of this form be changed.

Paper Number _____

Paper Title _____

Please complete either Section A, B, C, or D whichever is appropriate.

A. Copyright Transfer

The undersigned hereby assigns to the Society of Petroleum Engineers all publication and distribution rights under copyright for the above-cited paper and for any derivative works (abstracts, synopses, articles, and translations) based on the above-cited paper. The undersigned hereby warrants that (1) he/she is the author of the above-cited paper or (2) is authorized to represent the author on behalf of the author's employer, and (3) to the extent that the paper incorporates text passages, figures, data, or other materials from the works of others, the undersigned has obtained any necessary permissions.

- In the event the above-cited paper is not published by SPE within 6 months of submission, SPE will, upon request, return copyright to the original copyright holder and all copies of the paper submitted to SPE will be destroyed.
- For jointly authored papers, each author should sign a form. However, one author may sign as authorized agent for the others.

Author/Authorized Agent Name (Please Print)

Author/Authorized Agent Signature

Company and Job Title

Date

B. United States Government Employee Certification

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

Author/Authorized Signature

Date

C. Crown Copyright Certification

This will certify that all authors of the paper are employees of the British or British Commonwealth government and prepared the paper in connection with their official duties. As such, the paper is subject to Crown Copyright and is not assigned to SPE. The undersigned acknowledges, however, that SPE has the right to publish, distribute and reproduce the paper in all forms and media.

Author/Authorized Signature

Date

D. Open Access (CC-BY 4.0)

By selecting this option, you verify that you (along with your coauthors) have approved open access publication under a Creative Commons license (CC-BY 4.0) and have made arrangements to pay the Article Processing Fee. If you are unsure, please consult with your co-authors before signing this form.

Author/Authorized Signature

Date

PLEASE READ AUTHOR-RETAINED RIGHTS AND TERMS AND CONDITIONS ON REVERSE SIDE.
(This form may be reproduced for each additional author.)

SPE COPYRIGHT FORM (continued)

Author-Retained Rights and Terms and Conditions

The term “employers” in the following means the companies*, universities, or organizations for which the authors worked at the time the paper was written. SPE’s intent is that authors/employers maintain the ability to use the paper and the information in the paper (including images, graphs, figures, individual sections of the paper) for their business needs, including internal distribution within the authors’ employers and business partners.

1. Authors/employers retain all intellectual property rights, including any idea, process, procedure, or article of manufacture described in the paper.
2. Authors/employers may reproduce and distribute copies of the paper within the company* or organization for which the author worked at the time the paper was written as well as within employers’ business partners. Such distribution includes posting of the paper on the employer’s intranet, even when that intranet includes non-employees.
3. Authors/employers may reproduce, or authorize reproduction of, and distribute up to 50 paper copies of the paper outside the company or organization for which the author worked at the time the paper was written and outside of employers’ business partners for personal, business, or educational purposes provided that the SPE copyright notice is included, the copies are not used in any way that implies SPE endorsement of a product or service, and the copies themselves are not offered for sale. In addition, authors/employers may provide electronic copies of the paper to their business partners or to relevant government agencies.
4. Authors/employers may make an oral presentation of the same material or portions of the same material used either as a standalone presentation or incorporated in with other material.
5. Authors/employers may incorporate all or part of the paper in future writings or presentations. If the entire paper or a significant portion (>60%) is used in substantially unchanged form, proper acknowledgement of SPE copyright must be made. If the paper is substantially changed or altered in substance so that it is a new work of authorship, reference should be made to the SPE publication. Components of the paper [images, graphs, figures, and individual sections comprising less than a significant portion (≤60%)] may be used without acknowledgement of the SPE copyright within the company or organization for which the author worked at the time the paper was written, as well as within employers’ business partners and with relevant government agencies, including in documents posted on the employer’s intranet, even when that intranet includes non-employees.
6. Authors/employers may request return of one-time journal publication rights to enable publication of the paper in a journal or magazine if the paper is not being considered for publication in an SPE journal. Such requests should be made in writing to SPE Customer Service. Requests for return of one-time journal publication rights will not be granted for papers submitted to SPE for peer review unless the paper is declined for publication or it is at least 6 months after the submission date.
7. In the case of work performed under a U.S. government contract or grant, SPE recognizes that, if the contract/grant so requires, the U.S. government has royalty-free permission to reproduce all or portions of the paper and to authorize others to do so for official U.S. government purposes only.
8. For all uses not covered by Items 2 through 6, authors/employers must request permission from SPE to reproduce or authorize reproduction of the paper. Authors/employers may not post or distribute copies of the paper on a customer-facing or public-facing website without prior written consent by SPE.
9. Although authors are permitted to re-use all or portions of the paper in other works, this does not include granting third-party requests for reprinting, republishing, or other types of re-use. SPE must handle all such third-party requests.

Information for Authors

SPE policy requires that SPE hold copyright to all copyrightable material in its publications, including conference proceedings, and to the individual contributions contained therein, to protect the interests of SPE, authors and their employers, and at the same time, to facilitate the appropriate re-use of this material by others. SPE distributes its publications throughout the world and does so by various print and electronic means. SPE also may translate or authorize translation of its publications, and articles contained therein, for inclusion in various publications.

If you are employed and prepared this paper within the scope of your employment, the original copyright to the paper belongs to your employer. In that case, SPE 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 the form. If such authorization and consent has not been given you, an authorized representative of your employer should sign this form in the space provided for the Author.

Most SPE conferences have a no-paper/no-podium policy. This means that no paper can be presented at the conference unless a written paper accompanied by a signed copy of this form transferring copyright to the paper to SPE is received by SPE before the manuscript due date to enable its publication in the conference proceedings. Failure to submit these materials to SPE by the due date will result in the paper being removed from the conference program.

NO MANUSCRIPT MAY BE PUBLISHED IN ANY SPE PUBLICATION, INCLUDING CONFERENCE PROCEEDINGS, UNLESS SPE HAS RECEIVED THIS SIGNED FORM. TO ENSURE UNIFORM TREATMENT AMONG ALL CONTRIBUTORS, OTHER FORMS MAY NOT BE SUBSTITUTED FOR THIS FORM, NOR MAY ANY WORDING OF THIS FORM BE CHANGED.

*Company or companies as used herein means the company the author worked for at the time the paper was written, such company’s parent (if any), subsidiaries, and corporate affiliates.