TRANSFER OF COPYRIGHT TO:
SPIE & VDE

Title of Paper: _____ **EMLC 2008 paper #** _____

Author(s): _____

This signed statement must be returned to SPIE prior to the scheduled publication of the Proceedings in which the Paper will be published. The intent of this Agreement is to protect the interests of SPIE, VDE, and authors/employers and to specify reasonable rights for both parties related to publication and reuse of the material.

The undersigned hereby assign(s) to SPIE and to VDE copyright ownership in the above-titled Paper, effective if and when the Paper is accepted for publication by SPIE and VDE and to the extent transferable under applicable national law. This assignment gives SPIE and VDE the right to register copyright to the Paper in their names as claimants and to publish the Paper in any print or electronic medium.

Authors, or their employers in the case of works made for hire, retain the following rights:

(1) All proprietary rights other than copyright, including patent rights.

(2) The right to make and distribute copies of the Paper for internal purposes.

(3) The right to post a preprint or reprint of the Paper on an internal or external server controlled exclusively by the author/ employer, provided that (a) such posting is noncommercial in nature and the Paper is made available to users without a fee or charge; and (b) the following statement appears on the first page, or screen, of the Paper as posted on the server:

> Copyright xxxx (year) SPIE and VDE.
> This paper was (will be) published in [add journal or proceedings bibliographic information] and is made available as an electronic reprint (preprint) with permission of SPIE and VDE. One print or electronic copy may be made for personal use only. Systematic or multiple reproduction, distribution to multiple locations via electronic or other means, duplication of any material in this paper for a fee or for commercial purposes, or modification of the content of the paper are prohibited.

(4) The right to use the material for lecture or classroom purposes.

(5) The right to prepare derivative publications based on the Paper, including books or book chapters, journal papers, and magazine articles, provided that publication of a derivative work occurs subsequent to the official date of publication of the proceedings in which the Paper appears.

(6) If the work that forms the basis of this Paper was done under a contract with a governmental agency or other entity that retains certain rights, this Transfer of Copyright is subject to any rights that such governmental agency or other entity may have acquired.

By signing this Agreement, the authors warrant that (1) the Paper is original and has not previously been published elsewhere; (2) this work does not infringe on any copyright or other rights in any other work; (3) all necessary reproduction permissions, licenses, and clearances have been obtained; and (4) the authors own the copyright in the Paper, are authorized to transfer it, and have full power to enter into this Agreement with SPIE and VDE.

WHO SHOULD SIGN. This form must be signed by (1) at least one author who is not a U.S. Government employee and (2) the author's employer if the Paper was prepared within the scope of the author's employment or was commissioned by the employer. If not signed by all authors, the author(s) signing this Agreement represents that he/she is signing this Agreement as authorized agent for and on behalf of all the authors.

_____ _____ _____
Author's signature Print name Date

_____ _____ _____ _____
Authorized Employer signature Print name Title Date

U.S. GOVERNMENT EMPLOYMENT CERTIFICATION

A work prepared by a U.S. Government employee as part of his or her official duties is not eligible for U.S. copyright. If all authors were U.S. Government employees when this Paper was prepared, and the authors prepared this Paper as part of the their official duties, at least one author should sign below. If at least one author was not a U.S. Government employee, the work is eligible for copyright and that author should sign the Transfer of Copyright form above.

By signing this Agreement, the authors warrant that (1) the Paper is original and has not previously been published elsewhere; (2) this work does not infringe on any copyright or other rights in any other work; and (3) all necessary reproduction permissions, licenses, and clearances have been obtained.

_____ _____ _____
Author's signature Print name Date

Director of Publications, SPIE - P.O. Box 10, Bellingham, WA 98227-0010 USA
Phone: 360/676-3290 (Pacific Time) • Fax: 360/647-1445 • E-mail: copyrights@spie.org • *www.spie.org*