

BII: Evolving Meta Ecosystems (EVOME) INTELLECTUAL PROPERTY PLAN

Preamble

The Woodwell Climate Research Center ("Center") offers this plan addressing **intellectual property management** ("Plan") as part of the NSF BII: Evolving Meta Ecosystems Institute ("EVOME"). These guidelines have been approved by EVOME members on January 27, 2025.

The Center and its EVOME collaborators recognize that intellectual property may result during the term of the cooperative agreement under EVOME. This Plan addresses protection and dissemination of intellectual property, while operating within the framework established by the Bayh-Dole Act (35 U.S.C. § 200 et seq), federal patent and trademark laws, individual state laws, institutional policies, and terms of relevant grants.

Center and Collaborator are each a Party, and collectively Parties, as referenced within this Plan.

This Plan shall be in place between the Center and awardees, subawardee(s), and other participants in the project. A copy of the (signed and dated) Plan shall be provided to the managing NSF Program Director. Additional IP agreements for any new relationships must be signed within 60 days of initiation and sent to the NSF Program Director within 30 days thereafter.

EVOME's community is large, interdisciplinary and includes scientists at all career stages. We therefore developed the following Plan objectives:

- To protect researcher's rights, avoid misunderstandings that can hinder scientific discovery and training, and promote interdisciplinarity
- To promote rapid dissemination of information and inventions for the public good; and
- To promote patenting and licensing when the public good is best served by controlling the activities of those commercializing inventions and/or by providing economic rewards necessary to encourage commercial partners to make the investment required to move an early stage technology to the market.

1.0 Identification of Intellectual Property (IP)

Each EVOME member will develop an Individual Science Plan (ISP) at the start of the Institute (or new relationship agreement) that outlines their responsibilities and anticipated products (as outlined herein). Each ISP will be updated annually as EVOME research advances, with addendums submitted within a single year as new Intellectual Property products are identified (as outlined in Section 5.1). ISPs will be discussed at Annual meetings and in Working Groups, with copies held by the EVOME Executive Committee (ExCom) and available on the EVOME share drive to everyone.

1.1 - Award Work means any work or activity performed by Center, EVOME Principle Investigators, or EVOME Collaborator(s) within the scope of performance pursuant to and funded by the Award.

1.2 - Background Intellectual Property means Intellectual Property developed before or independent of performance of the Award, and is legally necessary for performance of Award Work.

1.3 - Background Research Data means information including, without limitation, documents, drawings, models, designs, data, memoranda, tapes, records, and databases, in hard copy form or in electronic form, developed before or independent of performance of the Award, and is necessary for performance of Award Work.

1.4 - Intellectual Property means technical information, inventions, developments, discoveries, know-how, methods, techniques, formulae, algorithms, data, processes and other proprietary ideas, whether or not patentable or copyrightable, patent applications, patents, copyrights, trademarks, mask works, trade secrets and any other legally protectable information, including computer software.

1.5 - IP Affiliate means an organization, such as a non-profit organization or a foundation, that engages in the transferring of technology on behalf of any Party or a department or division, such as a technology transfer office, within the Party that is responsible for technology transfer for that Party.

1.6 - Owner refers to a party, public or private, having a legal assignment of right to Intellectual Property, as provided in the Bayh-Dole Act (35 U.S.C. § 200 et seq.).

1.7 - Project Intellectual Property means and includes all Intellectual Property first conceived, discovered, developed, reduced to practice and/or generated in the performance of the Award.

1.8 - Project Research Data means information including, without limitation, documents, drawings, models, designs, data, memoranda, tapes, records, and databases, in hard copy form or in electronic form, developed during performance of the Award.

2.0 Ownership, Rights Allocation, and Protections

2.1 - Inventorship of Project Intellectual Property and Project Research Data will be determined in accordance with applicable U.S. patent, trademark and copyright law and any corresponding state laws.

2.2 - Each Party shall retain title to Project Research Data and Project Intellectual Property developed solely by employees and/or students of that Party. Project Research Data and Project Intellectual Property developed jointly by employees and/or students of more than one Party shall be jointly owned by the respective developing Parties and subject to each such owner having an undivided interest in the same.

2.3 - Each Party shall have the right to practice other Parties' Project Intellectual Property, Background Intellectual Property, Project Research Data and related Background Research Data for the sole purpose of carrying out Award Work, but may not disclose the Background Intellectual Property and Background Research Data to any person or third party except with permission of the Owner and under suitable confidentiality obligations. In the case of Background Intellectual Property, the right to practice is granted only to the extent that the Owner(s) of such Background Intellectual Property is not prevented, contractually or otherwise, from granting such rights.

2.4 - A third party performing Award Work by contract or through collaboration with a Party, subject to confidentiality obligations, shall have the right to practice another Party's Background Intellectual Property provided the following conditions are met:

- a. Owner(s) of such Background Intellectual Property agrees in writing to such use; and
- b. The third party practices the Background Intellectual Property solely for Award Work performed in collaboration with a Party.

2.5 - Each Party reserves all legal rights in its Background Intellectual Property for all purposes.

2.6 Intellectual Property as it pertains to publication authorship and rights therein will be subject to the following:

- a. The ISP serves as a guide for which each Party is responsible for developing a plan, including their postdocs and students, for any given publishable topic.
- b. Participating scientists will be authors on EVOME Publications if they meet the criteria described in the EVOME Authorship Agreement Plan. In general being an author requires:
 - i. intellectual and active participation in manuscript preparation;
 - ii. and two or more of the following: (a) substantial contribution to study conception (proposal and experimental design); (b) project execution; or (c) data analysis and interpretation. Principal Investigator (PI or co-PI) status alone does not grant authorship. c. Individuals will be asked to confirm authorship if they contribute data, models, or other tools.
- d. All trainees (undergrads, grads, postdocs) who contributed substantially to the work will be included as authors. See EVOME Authorship Agreement Plan" for details regarding authorship.
- e. Authorship order will be decided by discussion among the authors at the start of manuscript development. The Institute does not espouse any particular philosophy of author order, although it is typical that the first author will be the

researcher who has done the most work to advance the manuscript and data therein. Where people have equal claim, the order will be determined by a fair procedure (e.g., alphabetically or randomization) agreed upon in advance.

f. In the case of multiple researchers contributing equally as first author, co-first authorship will be utilized if the publishing journal permits.

g. Conflicts will be discussed in Working Groups, or in smaller groups, and will include at least 3 non-involved PIs and the EVOME ExCom.

3.0 Data Management and Access

3.1 - The Center, as the prime recipient of the Award, will oversee implementation of this Plan and will collaborate with its Collaborator(s) to manage:

- a. Monitoring disclosure, patenting and licensing activity with respect to Project Intellectual Property;
- b. Seeking, as needed potential third-party licensees for Project Intellectual Property;
- c. Dispute resolution as described in Section 4.3;
- d. Review and revision, as necessary, of the strategy for patenting and licensing; and
- e. Facilitating timely and accurate reporting of disclosures, patents, and licenses for Project Intellectual Property to the NSF by each inventing Party, and in the final invention report of the Center.

3.2 - Each Party will commit, as reasonable, sufficient technology transfer administration resources to manage its Intellectual Property resulting from the Award Work in a manner consistent with any laws, statutes, rules, regulations and guidelines promulgated by any government agency, instrumentality, authority or regulatory body having jurisdiction over the Party's conduct, including, but not limited to, the Bayh-Dole Act, institutional policies, and any relevant Award language.

3.3 - Each Party will make reasonable and good faith efforts to:

- a. Inform, on a periodic basis, employees, faculty, staff and students involved in the Award Work of the expectation that the research is to serve the public benefit and the importance of prompt disclosure of developments and potential inventions.
- b. Identify documents and share the existence of any relevant Background Intellectual Property or any prior contractual agreements that may affect rights in Project Intellectual Property or Background Intellectual Property.

c. Expedite disclosure and evaluation of Project Intellectual Property, Background Intellectual Property, Project Research Data and related Background Research Data and facilitate the effective dissemination of the Project Intellectual Property for the greater public good.

d. Encourage researchers for Award Work to disclose to the Center's Principal Investigator or the Collaborator Principal Investigator the publications, including presentations, website postings, and article submissions, prior to disclosure for publication (submission or presentation), related to Award Work to ensure timely filing of patent, trademark or copyright applications for Project Intellectual Property.

e. Promote and publicize the availability of Project Intellectual Property for licensing.

3.4 - Data will be shared in accordance with NSF Policy, including but not limited to the following principles:

a. The Parties will cooperate fully with the EVOME ExCom to follow the EVOME Data Management plan and data sharing across the EVOME Institute. If a Collaborator wishes to use EVOME data, models, or other tools, at the exploratory stage a working title, abstract and description of data to be included will be submitted to the ExCom and shared with the PIs for discussion.

b. It is the intent of the Parties to encourage sharing of data and other information related to the Award Work through publication, presentation or other scientific communications consistent with academic standards. A Party will be free to publish the results of Project Intellectual Property and Project Research Data that the Party owns, provided due consideration is given to protection of patentable subject matter. Accordingly, each Party's inventors will submit Project Intellectual Property disclosures to the Party's IP Affiliate and identify the inventions disclosed as part of Project Intellectual Property.

4.0 Compliance, Monitoring, and Conflict Resolution

4.1 - Compliance.

4.1.1 By participating in EVOME, each Party commits to:

- a. Reporting Project Intellectual Property in the ISP, and if a publication following the EVOME Authorship Agreement Plan, which will be reviewed by all PIs and approved by the ExCom.
- b. Submitting an addendum to the ISP to the ExCom incorporating newly identified potential Intellectual Property (as outlined herein) within 60 days of identifying new potential Intellectual Property.

4.1.2 - By participating in EVOME, each Party commits to maintaining in confidence other Parties' sensitive Project Research Data, Background Research Data, Background Intellectual Property and Project Intellectual Property.

4.1.3 - Any patent application filed relating to Project Intellectual Property or Project Research Data will cite the support of the Prime Award.

4.1.4 - Each Party having sole title to Project Intellectual Property is solely responsible for compliance with the Bayh-Dole Act, including reporting, patenting and licensing related to the Project Intellectual Property.

4.1.5 - The Parties jointly owning Project Intellectual Property are jointly responsible for compliance with the Bayh-Dole Act, including reporting, patenting and licensing activities related to the Project Intellectual Property. The Parties, through execution of appropriate agreements, will jointly determine whether an application for patent or copyright will be filed on such Project Intellectual Property, the identity of the party who will prepare and file such application, the country(ies) in which such application will be filed, and responsibility for out-of-pocket expenses of patenting. If the Parties jointly owning the Project Intellectual Property have not executed such an agreement within 90 days of the first notification of their ownership interest, a Party may treat the matter as a dispute and bring it to a fair and equitable resolution that best meets the objectives of the Award.

4.2 Monitoring.

4.2.1 - At each annual meeting, ISPs will be reviewed to monitor compliance with this plan. The EVOME Executive Com will track all reviews.

4.2.2 - Any non-compliant Party must provide a mitigation plan to become compliant within a 60 day grace period of request. Any Party remaining non-compliant after this grace period will be subject to dispute resolution (as outlined in 5.7-)

4.3 Conflict Resolution.

4.3.1- Any dispute between the Parties relating to Project Intellectual Property management, as provided in this Plan, or to the interpretation of this Plan, shall be referred to the Parties respective officers (e.g. Vice President for Research or similar) for resolution, within a reasonable period of time and in a fair and equitable manner, taking into consideration the objectives of the Prime Award and any laws, statutes, rules, regulations or guidelines to which the involved Consortium Parties are subject.

4.3.2 - If a dispute relates to identification of inventor(s) or Owner(s) of Project Intellectual Property, the Parties may choose a competent patent attorney having no business or employment relationship with any Party to advise the Parties' designated officers regarding the same. The costs of obtaining this advice will be divided per capita among the Parties having an interest in the invention being reviewed.

4.3.3 - Pending final resolution of any dispute, the Parties will proceed diligently with performance of the Award Work.

4.3.4 - Nothing in this Section is intended to prohibit a Party from protecting its intellectual property rights (including those in Project Intellectual Property), or obtaining injunctive relief from the courts.

Signatures:

Woodwell Climate Research Center (Prime Awardee)



Date: January 27, 2025

Dr. Linda Deegan, Principal Investigator
Woodwell Climate Research Center



Date: January 27, 2025

Dr. Chris Neill
Woodwell Climate Research Center



Date: January 27, 2025

Dr. Heidi Golden
Woodwell Climate Research Center



Date: January 27, 2025

Dr. Nigel Golden
Woodwell Climate Research Center

University of Connecticut (subcontract)



Dr. Mark Urban, Principal Investigator
University of Connecticut, PI

Date: January 27, 2025



Dr. Jill Wegrzyn
University of Connecticut

Date: January 27, 2025



Dr. Cory Merow
University of Connecticut

Date: January 27, 2025



Dr. Rachel O'Neill
University of Connecticut

Date: January 27, 2025



Dr. Dan Bolnick
University of Connecticut

Date: January 27, 2025

Columbia University (subcontract)



Dr. Natalie Boelman, Principal Investigator
Columbia University

Date: January 27, 2025

Macalester College (subcontract)



Dr. Mary Hesel, Principal Investigator
Macalester College subcontract

Date: January 27, 2025

University of Alaska, Fairbanks (subcontract)



Dr. Erik Schoen, Principal Investigator
University of Alaska

Date: January 27, 2025



Dr. Peter Westley,
University of Alaska

Date: January 27, 2025

University of Alabama (subcontract)



Dr. Carla Atkinson, Principal Investigator
University of Alabama

Date: January 27, 2025



Dr. Jeff Lozier
University of Alabama

Date: January 27, 2025