

INTELLECTUAL PROPERTY, DATA SHARING, AND PUBLICATIONS POLICY FOR OFFSHORE WIND AND WILDLIFE RESEARCH AND PROJECTS SPECIFICALLY FUNDED BY RWSC

version 1.0

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check for newer versions: <https://github.com/RWSCollab/contract-language>

Article I. Intentions and Objectives of Policy

The Regional Wildlife Science Collaborative for Offshore Wind (“RWSC”) is a collaborative entity among four sectors – federal agencies, state agencies, environmental non-governmental organizations, and offshore wind companies. The mission of the RWSC is to collaboratively and effectively conduct and coordinate relevant, credible, and efficient regional monitoring and research of wildlife and marine ecosystems that supports the advancement of environmentally responsible and cost-efficient offshore wind power development activities in U.S. Atlantic waters. In 2024, RWSC released its Integrated Science Plan for Offshore Wind, Wildlife, and Habitat in U.S. Atlantic Waters to inform future data collection and research (“Science Plan”). The Science Plan expresses all RWSC participants’ common goals of funding and implementing research that is collaborative, aligned with current data needs, and that results in data that are Findable, Accessible, Interoperable, Reusable (FAIR), and made available to support decision-making and future research as soon as possible.

In order to support RWSC’s mission, the Science Plan, RWSC participants, and relevant research throughout the region, the RWSC created this Intellectual Property, Data Sharing, and Publications Policy (the “Policy”). The Policy specifically applies to work supported by RWSC Research Funds, as described below, and is designed to help inform other policies, contracts, and agreements so that offshore wind and wildlife research can advance knowledge, be used in decision-making, and have wide utility to researchers, government agencies, and others. The Policy is available under the terms of the Creative Commons CC0 1.0 Universal Public Domain Dedication so that anyone can repurpose and reuse its contents, in whole or in part. If you would like assistance in understanding how elements of this Policy may apply to your project or program, or to provide feedback on the Policy, please contact Emily Shumchenia (emily.shumchenia@rwc.org). RWSC partners and other persons and/or entities adopting this Policy, in whole or in part, are ultimately responsible for their own use of this Policy.

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Article II. Policy

Section 2.a Application of Policy & Description of RWSC Research Fund

This Policy applies to all research institutions and individual researchers that receive funding, directly or indirectly, in whole or in part, via RWSC Research Funds (“RWSC Research Funds”, and such institutions and individuals, “Research Entities”). RWSC Research Funds support work that will advance knowledge about offshore wind and wildlife, be used in decision-making, and is expected to have wide utility. By accepting funding from and entering a funding or similar agreement with RWSC (“Project Agreement”), Research Entities agree to be bound by all terms and conditions of this Policy.

The RWSC Steering Committee reviews and approves contributions, which may come from individuals, businesses, government entities, and/or private foundations (“Third-Party Funder(s)”) to be used as RWSC Research Funds. RWSC’s policy is to not permit Third-Party Funder(s) to exert control or influence over the direction of funded projects or any Research Outputs (as defined in Sec. 2.b), outside of any relevant review of the use of confidential or proprietary information (as described in Sec. 2.e). However, to the extent any Third-Party Funder(s) impose additional restrictions on the use of their funds, such as requirements to release Research Outputs under open source licenses, these restrictions will be reviewed and approved by the RWSC Steering Committee and reflected in the Research Entity’s Project Agreement.

Section 2.b Ownership of Research Outputs

“Research Outputs” are defined as software, data, metadata, data products, information, publications, reports, and Inventions (as defined in Sec. 2.f) generated by or on behalf of a Research Entity in connection with research funded, in whole or in part, by RWSC Research Funds. As between RWSC and each Research Entity, the applicable Research Entity shall own all right, title and interest (including, to the extent applicable, all patent, copyright, trademark, and other intellectual property rights) in and to all Research Outputs, subject to the provisions of this Policy.

Research Entities will disclose all Research Outputs to RWSC and applicable Third-Party Funder(s) in accordance with the Project Agreement and this Policy.

To the extent that Research Entities’ own policies permit individual investigators to own any right, title, or interest in or to any Research Outputs, Research Entities shall ensure that each such investigator complies with this Policy with respect to such Research Outputs.

Section 2.c Non-Exclusive License

In consideration of the funding provided by RWSC Research Funds, Research Entities hereby grant to RWSC and applicable Third-Party Funder(s) an irrevocable, non-exclusive, worldwide, fully paid-up, royalty-free, perpetual, transferable, sublicensable (through multiple tiers, and for clarity with the right to extend the license to its affiliated entities and each of its and their

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respective research collaborators) license to use, reproduce, copy, modify, transmit, distribute, perform, display, prepare derivative works of and otherwise exploit the Research Outputs for any purpose in furtherance of RWSC's mission, including (but without limitation) for research, management, and decision-making purposes.

To the extent that Research Entities have the right to do so under any copyright privileges that they may have in any publications of any Research Outputs, Research Entities hereby grant to RWSC and applicable Third-Party Funder(s) an irrevocable, non-exclusive, worldwide, fully paid-up, royalty-free, perpetual, transferable, sublicensable (through multiple tiers, and for clarity, with the right to extend the license to its affiliated entities and each of its and their respective research collaborators) license to use, reproduce, copy, modify, transmit, distribute, perform, display, prepare derivative works of and otherwise exploit such publications for any purpose in furtherance of RWSC's mission.

Research Entities shall not grant to a third party any rights to the Research Outputs or publications of any Research Outputs that contradict or otherwise limit the rights granted to RWSC and Third-Party Funder(s) under this Policy.

Through the above licenses, RWSC intends to provide a public catalog ("The Data Catalog") of all Research Outputs, including data and metadata, as an essential outcome of RWSC Research Funds. The Data Catalog is in service of the goals of the RWSC to advance knowledge, support decision-making, and generate research with wide utility.

Section 2.d Dissemination and Sharing of Data and other Research Outputs

With respect to all research funded, in whole or in part, by RWSC Research Funds, all Research Entities are **required** to:

- Provide annual progress updates to the relevant RWSC expert Subcommittee(s), in addition to any other reporting specified in the Project Agreement.
- Prepare a Data Management and Sharing Plan ("DMSP") and share it with the RWSC Steering Committee within 6 months of the start of the Project Agreement. If the RWSC has designated a specific template and/or platform for DMSPs (e.g. DMPTool.org) the DMSP shall be posted there.
- Share all data and essential metadata within one year of the last date of data collection, or at least annually for ongoing or multi-year data collection programs. Data shall be considered shared if it:
 - Has been submitted to a repository, approved by RWSC and consistent with RWSC Subcommittees' recommendations at <https://rwsc.org/research-data>, that is appropriate for Research Entities' discipline and/or the data type, **and**
 - Has a Digital Object Identifier (DOI) or other Persistent Identifier (PID)
- Share other Research Outputs, including data products, reports of research results, and essential metadata. Research Outputs shall be considered shared if they:

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- Have been submitted to a repository or other publicly accessible platform that is approved by RWSC and consistent with RWSC Subcommittees' recommendations at <https://rwsc.org/research-data>, and that is appropriate for Research Entities' discipline and/or the Research Output type, **and**
- Have Digital Object Identifiers (DOI) or other Persistent Identifiers (PID)
- Publish in open-access journals and cover any fees associated with open-access publishing, which may be explicitly included in the Project Agreement budget.
- Include an attribution statement in each publication and presentation of data and other Research Output, as applicable: "This research was supported by funding from Regional Wildlife Science Collaborative for Offshore Wind (RWSC)/[Third-Party Funder(s)]."

Research Entities are encouraged to disseminate findings at RWSC-sponsored conferences and symposia, as well as other professional conferences, and may allocated project budget towards that dissemination.

RWSC will maintain a list of preferred repositories on its website. DOIs, PIDs, and locations for all Research Outputs, as well as essential metadata about Research Outputs, shall be shared with the RWSC Steering Committee upon assignment and/or publication for inclusion in The Catalog. Research Entities may select a repository that provides for publication moratoria or other types of conditional access to data, subject to the approval of the Third-Party Funder(s) and/or RWSC.

Research Entities should describe the anticipated timeframes for sharing Research Outputs in their DMSP. If Research Outputs will not or cannot be shared before the end of the Project Agreement term, RWSC must be notified as soon as possible. The RWSC reserves the right to withhold remaining funds until Research Outputs have been shared.

Section 2.e Use of Confidential Information

Except as permitted by this section 2.e, Research Entities must not include in any Research Outputs any confidential or proprietary information of any third party. Research Entities seeking to access or use confidential or proprietary information in their research and analysis should collaborate with RWSC to develop and negotiate a data use agreement(s) directly with the Data Owner(s). We encourage parties to consider the following potential conditions for sharing data:

- Defining the means, methods, and duration of data access
- Defining a period of time during which RWSC and the Data Owner may review draft Research Outputs for instances where confidential or proprietary information can be clearly discerned, prior to the Research Entity disclosing such draft to any other party.
- Providing Data Owners with the right during the Review Period to notify RWSC and Research Entities of any proprietary or confidential information that must be deleted from the draft.

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Research Entities shall ensure that all Research Outputs provide sufficient public descriptive information and/or metadata to be represented in The Catalog, including providing appropriate credit to Data Owners, consistent with the terms of the data use agreement.

2.f Invention Disclosure

Each Research Entity shall notify RWSC, and then with RWSC, jointly notify the applicable Third-Party Funder(s) promptly in writing of any patent application filed by or on behalf of that Research Entity that claims any new or improved technology, methodology, machine, process, composition of matter, article of manufacture, formula, ornamental design, variety of plant, invention, or discovery, whether or not patentable, that is conceived or reduced to practice in connection with research conducted using funding, in whole or in part, from the RWSC Research Funds (“Invention”).

Section 2.g Representation and Warranties; Indemnification

Each Research Entity represents and warrants that:

- It is the owner of the Research Outputs and any publications of any Research Outputs, or has the necessary licenses, rights, consents, and permissions to authorize RWSC and Third-Party Funder(s) to use the Research Outputs and any publications of any Research Outputs as necessary to exercise the licenses granted by the Research Entity in this Policy and, if applicable, the Project Agreement; and
- Its Research Outputs and any publications of any Research Outputs and the use of such Research Outputs and publications as contemplated by this Policy and, if applicable, the Project Agreement, does not and will not (i) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause RWSC and Third-Party Funder(s) to violate any law or regulation or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties.

To the fullest extent permitted by applicable law, Research Entities will defend and indemnify RWSC and Third-Party Funder(s), their affiliates, shareholders, directors, managers, members, officers, employees, consultants, and agents (“RWSC Indemnitees”) from and against every claim brought by a third party, and any related liability, damage, loss and expense, including attorneys’ fees and costs, arising out of or connected with: (i) its violation of any portion of this Policy, any representation, warranty or agreement referenced in this Policy, or any applicable law or regulation, or (ii) its violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right.

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Section 2.h Agreements with Personnel

Research Entities shall have in place valid and enforceable written agreements with all personnel, individual investigators and other third parties involved in carrying out research funded, in whole or in part, by RWSC Research Funds that give Research Entities all rights and authority necessary to effectuate the provisions of this Policy.

Section 2.i Subcontractors

Research Entities shall require any subcontractor or other third party that it engages to conduct research funded, in whole or in part, by the RWSC Research Funds to agree to be bound by the applicable terms of this Policy to the same extent as Research Entities are bound. Research Entities shall provide a copy of this Policy to all such subcontractors and other third parties.

Section 2.j Government Rights

Nothing in this Policy is intended to, or shall be construed to, conflict with Federal law, including any obligations that may arise with respect to Research Outputs arising out of research funded by RWSC Research Funds, Third-Party Funders, and the Federal Government. Federal law shall govern in the event of any inconsistency with this Policy.

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