

GREAT LAKES OBSERVING SYSTEM

INTELLECTUAL PROPERTY POLICY

Last Revised March 1, 2021

This Intellectual Property Policy governs the development, ownership and use of intellectual property created by or under contract with Great Lakes Observing System (“GLOS”). This Intellectual Property Policy applies to all contracts to which GLOS is a party (including without limitation, grant awards made by GLOS and bi-lateral or multi-party agreements), unless otherwise provided in the applicable contract.

1. **Spirit of Collaboration**. As a 501(c)(3) non-profit corporation, GLOS develops products and services for the benefit of the general public. GLOS develops products and services, including intellectual property, in a spirit of collaboration, with the goal of making such products and services broadly available for public benefit. In that spirit of collaboration, GLOS prefers that the software components of any new intellectual property that is developed for the GLOS community be based on open-source software, unless otherwise specified in the development documentation. Because GLOS and any third party who participates in intellectual property development with GLOS may wish to retain proprietary rights in that intellectual property, GLOS prefers that open-source software that is used pursuant to a “permissive license” (as opposed to a “copyleft license”) be used in any open-source software development. Any developer who wishes to use open-source software that is based on a copyleft license must obtain the prior written consent of GLOS before using such software.
2. **IP Ownership**. Both GLOS and its IP development partners retain ownership of all intellectual property owned by them prior to entering into any contract or other arrangement that involves the development of intellectual property. Each party will identify any background intellectual property that is relevant to the particular project in the project contract or other documentation. A party that develops intellectual property under contract with GLOS without using GLOS resources (other than project funding provided by GLOS), will own its work product, subject to the license rights provided in Section 3 below. If the parties jointly develop intellectual property, then the parties will own that work product in equal shares, unless other specified in the project agreement or other relevant documentation. The term “joint development”

means that each party devotes more than *de minimus* resources to the development project, including without limitation, personnel, equipment or other facilities.

3. **License Rights.** New intellectual property developed under a grant from GLOS or a contract with GLOS is called “Project Intellectual Property” in this Policy. Unless otherwise specified in contract documents, a party owning Project Intellectual Property will grant to the other party a non-exclusive worldwide, perpetual, royalty free, irrevocable license to use that Project Intellectual Property and any background intellectual property owned by that party that is required for use of the Project Intellectual Property, with the right to sublicense, for any application. Upon request, GLOS may agree to grant a project partner exclusive rights to Project Intellectual Property, for specified applications or for use outside of the Great Lakes watershed. Project partners may not derive commercial revenues from Project Intellectual Property without the prior written consent of GLOS. GLOS may condition its consent to any such commercialization of Project Intellectual Property upon the entry into a separate written license agreement between GLOS and the project partner. The terms of the GLOS IP ownership policy and licensing policy will be included in all GLOS contracts that involve the development of intellectual property.

4. **Development Records.** GLOS project partners will maintain thorough records regarding their development of intellectual property under contracts or other projects with GLOS, in accordance with best practices standards. GLOS will have access to all such records, upon reasonable advance notice. GLOS project partners will disclose to GLOS the development of any new intellectual property during the course of a GLOS project, including without limitation, the potential for new IP development and the potential for obtaining patent or other legal protection, to the extent that such potential is not identified in the applicable project documents.

5. **Legal Protection.** GLOS and its project partners will cooperate in identifying any Project Intellectual Property for which legal protection may be obtained. Legal protection includes filing for patents, trademark registration and copyright registration. In addition, GLOS and its project partners must take at least industry standard steps to protect unpatented trade secrets and other intellectual property that is not the subject of legal protection. To that end, GLOS and its project partners will maintain Project Intellectual Property in strict confidence, and they will coordinate

the public disclosure of Project Intellectual Property in such a manner as to facilitate obtaining any available legal protection for Project Intellectual Property.

6. **Publication**. A significant part of the GLOS mission is to communicate to the general public and, in particular, known interested parties, information regarding the Great Lakes environment. Subject to the need to maintain the confidentiality of Project Intellectual Property until any available legal protection for those property rights is obtained, GLOS encourages its project partners to publish the results of their work on GLOS projects. A GLOS project partner that wishes to publish in any medium, including without limitation, marketing materials, white papers and conference presentations, must submit to GLOS at least 30 days prior to publication a copy of the materials proposed to be published. GLOS reserves the right to approve any such proposed publication. A project partner may be required to delay publication in order to accommodate the process of obtaining legal protection for the Project Intellectual Property that is the subject of the publication.

7. **Project Funding Terms**. Many GLOS projects are funded by third parties, including US federal and state governments. The terms of the funding agreement(s) that apply to a particular project will govern the contract terms applicable to that project. Consequently, the intellectual property rights provided in GLOS project documents may vary from the terms of this policy. In case of any conflict between the terms of this policy and the terms of any project funding agreement, the terms of the project funding agreement will control.