

INTELLECTUAL PROPERTY, DATA SHARING, AND PUBLICATIONS POLICY FOR OFFSHORE WIND AND FISHERIES RESEARCH AND PROJECTS FUNDED BY ROSA

version 1.0

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Article I. Intentions and Objectives of Policy

The Responsible Offshore Science Alliance (ROSA) was established to advance scientific understanding of the interactions between offshore wind energy development and fisheries, promoting sustainable co-existence in U.S. waters. ROSA acts as a collaborative hub for stakeholders including fishermen, regulators, researchers, and offshore wind developers. These stakeholders have expressed a common desire to fund and implement 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.

To support ROSA's mission, the desire of stakeholders, and relevant research throughout the region, ROSA will apply this Intellectual Property, Data Sharing, and Publications Policy (the "Policy") to all awards supported by ROSA Regional Research Funds, as described below.

This Policy was adapted from a similar policy created by the Regional Wildlife Science Collaborative for Offshore Wind (RWSC) 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. This 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. The original policy can be found on the RWSC website here:

https://rWSC.org/wp-content/uploads/2024/11/Data_Policy_11Nov2024.pdf. For assistance in understanding how elements of this Policy may apply to a project or program, or to provide feedback on the Policy, please contact ROSA (info@rosascience.org). ROSA partners and anyone else using this Policy, fully or partially, are responsible for how they apply it.

Article II. Policy

2.a Application of Policy & Description of ROSA Regional Research Fund

This Policy applies to all entities and individual researchers that receive funding, directly or indirectly, in whole or in part, via regional fisheries and offshore wind research funds administered by ROSA (“ROSA Regional Research Funds”, and such entities and individuals, “Research Entities”). ROSA Regional Research Funds are intended to support work to advance knowledge about offshore wind and fisheries, to be used in decision-making, and to have wide utility, including supporting assessment of regional and cumulative effects of offshore wind in the ocean environment. By accepting funding from and entering a funding or similar agreement with ROSA (a “Project Agreement”), Research Entities agree to be bound by all terms and conditions of this Policy.

ROSA reviews and approves funding, which may come from individuals, businesses, government entities, and/or private foundations (“Third-Party Funder(s)”) to be used as ROSA Regional Research Funds. ROSA’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, at ROSA’s election these restrictions may be reflected in the Research Entity’s Project Agreement.

2.b Ownership of Research Outputs

“Research Outputs” are defined as software, data, metadata, data products, maps, map layers, dashboards, web design and 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 ROSA Regional Research Funds. As between ROSA 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 ROSA 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.

2.c Non-Exclusive License

In consideration of the funding provided by ROSA Regional Research Funds, Research Entities hereby grant to ROSA 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 the Research Outputs for any purpose.

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 ROSA 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.

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 ROSA and Third-Party Funder(s) under this Policy.

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

With respect to all research funded, in whole or in part, by ROSA Regional Research Funds, all Research Entities are **required** to, in addition to any requirements that may be specified in the Research Entity's Project Agreement:

- Provide annual progress updates to the ROSA Advisory Council, in addition to any other reporting specified in the Project Agreement.
- Prepare a Data Management and Sharing Plan ("DMSP") and share it with ROSA within 6 months of the start of the Project Agreement. If ROSA has designated a specific template and/or platform for DMSPs (e.g. DMPTool.org) the DMSP shall be posted there or provided by ROSA.

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- Share all data and essential metadata as defined in the DMSP 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 ROSA and/or consistent with any available ROSA Data Governance Program’s recommendations at <https://www.rosascience.org/rosa-data-governance/> 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 as defined in the DMSP, including data products, reports of research results, and essential metadata. Research Outputs shall be considered shared if they:
 - Have been submitted to a repository or other publicly accessible platform that is approved by ROSA and consistent with any available ROSA Data Governance Program’s recommendations at <https://www.rosascience.org/rosa-data-governance/>, and that is appropriate for Research Entities’ discipline and/or the Research Output type, **and**
 - Have Digital Object Identifiers (“DOIs”) or other Persistent Identifiers (“PIDs”)
- Submit to publish in open-access journals or other outlets requiring expert external critical review and cover any fees associated with open-access publishing, which may be explicitly included in the Project Agreement budget. Chosen journals must follow the “gold model”, where all articles and related content are made available for free on the journal’s website.
- Include an attribution statement in each publication and presentation of data and other Research Output, as applicable: “This research was supported by funding from the Responsible Offshore Science Alliance (ROSA).”

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

ROSA 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 by Research Entities with ROSA upon assignment and/or publication. Research Entities may select a repository that provides for publication

moratoria or other types of conditional access to data, subject to the approval of ROSA in each instance.

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, ROSA must be notified as soon as possible. ROSA reserves the right to withhold remaining funds until Research Outputs have been shared.

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. ROSA recognizes the need for confidentiality in certain datasets, including but not limited to proprietary fishing effort or socioeconomic data. Research Entities seeking to access or use confidential or proprietary information in their research and analysis should collaborate with ROSA to develop and negotiate a data use agreement(s) directly with the owners of the relevant confidential or proprietary information (“Data Owner(s)”) as part of the Project Agreement negotiation phase. ROSA encourages consideration of the following potential conditions for sharing data:

- Defining the means, methods, and duration of data access.
- Defining a period of time (“Review Period”) during which ROSA 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 ROSA and Research Entities of any proprietary or confidential information that must be deleted from the draft.

Research Entities shall ensure that all Research Outputs provide sufficient descriptive information and/or metadata to be publicly represented, 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 ROSA, and then with ROSA 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 ROSA Regional Research Funds ("Invention").

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 and to authorize ROSA 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, do 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 ROSA and Third-Party Funder(s) to violate any law or regulation or require either 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, each Research Entity shall defend and indemnify ROSA and Third-Party Funder(s), their affiliates, shareholders, directors, managers, members, officers, employees, consultants, and agents ("ROSA 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 such Research Entity's (or any of its personnel's or subcontractors'): (i) violation of any portion of this Policy, any representation, warranty or agreement referenced in this Policy, or any applicable law or regulation, or (ii) violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right.

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 ROSA Regional Research Funds that give Research Entities all rights and authority necessary to effectuate the provisions of this Policy. Research Entities shall be responsible for any breach or violation of this Policy by their respective personnel.

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 ROSA Regional 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. Research Entities shall be responsible for any breach or violation of this Policy by their respective subcontractors.

2.j Government Rights

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