



## **GlycoMIP Policy Acceptance** Addendum to Non-Proprietary Service/Sample Requests and Project Proposals Submissions

### **Intellectual Property**

For **analytical, characterization, or modeling services** conducted using GlycoMIP facilities:

- Data generated for a completed GlycoMIP service request are the property of the user, regardless of the user's affiliation.
- Methods developed by Virginia Tech (VT) or University of Georgia (UGA) for the completion of a service request are the property of the institute at which the methods were developed. Data generated as a result of the new methods remain the property of the user.

For **sample (synthesis) services** conducted using VT GlycoMIP facilities:

- GlycoMIP sample (synthesis) services are offered only at VT.
- Materials (samples) and supporting data generated by a completed GlycoMIP sample request are the property of the user, regardless of the user's affiliation except in the case of new methods development by GlycoMIP staff during the course of the work.
- In the event that GlycoMIP staff develop new methods in the synthesis of a material, Virginia Tech will be considered as inventor of the new methods and co-inventor of the material. UGA faculty that have played an inventorship role in the new methods development will also be co-inventors. U.S. patent laws will apply and the *Virginia Tech Intellectual Properties (VTIP)* office will work with the user in determining IP rights.

### **Fees**

- All service/sample requests will be charged for consumable supplies required to complete the work. Estimates of the cost of consumable supplies will be provided by the Project Advocate and agreed upon by the user prior to the start of work. Significant deviations from estimates will be communicated by the Project Advocate, and approved by the user before work can continue.
- For non-proprietary research, use of GlycoMIP resources and reasonable staff time are not charged fees, with the exception of the cost of consumables. Additional fees may apply for the use of synergistic services (i.e., University Core Services) at VT or UGA and will be communicated by the Project Advocate.
- Service/sample requests in support of proprietary research, as well as requests from international users, will be charged full fees as established by the site performing the work: The Controller's Office at VT and/or the Office of the Comptroller at UGA.

### **Agreement to Publish**

- Users conducting non-proprietary research or services using GlycoMIP facilities agree to publish suitable results (via conference or journal or website) in a timely manner, and to report such publication to GlycoMIP for inclusion in National Science Foundation (NSF) annual reporting.

- Any GlycoMIP staff member who contributes significant intellectual effort to published or presented work should be included as an author or acknowledged appropriately.

### **Acknowledging GlycoMIP**

- Both the GlycoMIP name and award number (DMR-1933525) must be acknowledged in all publications, presentations, websites, press releases, etc., generated or resulting from research or services by GlycoMIP user facilities, whether in person or remotely. Examples of acceptable acknowledgments include:

*This work was supported by GlycoMIP, a National Science Foundation Materials Innovation Platform funded through Cooperative Agreement DMR-1933525.*

*The (samples/data/model/etc.) used in this study (was/were) provided by GlycoMIP, a National Science Foundation Materials Innovation Platform funded through Cooperative Agreement DMR-1933525.*

*The authors wish to acknowledge the contributions of (name(s)) in the (synthesis/preparation/characterization/analysis) of (samples/date/model/etc.) provided by GlycoMIP, a National Science Foundation Materials Innovation Platform funded through Cooperative Agreement DMR-1933525.*

### **On-Site Use**

- On-Site users agree to complete required safety training prior to beginning work in GlycoMIP facilities. Training requirements will be specific to the laboratory and equipment used and may be virtual or in-person.
- On-Site users agree to follow VT or UGA visitor policies at all times, including safety and facility access guidelines.
- On-Site users who anticipate using laboratory tools and resources will be required to provide proof of workers' compensation and liability insurance, per VT or UGA requirements, prior to arrival.

### **Data and Material Management**

- Users conducting non-proprietary research agree to allow GlycoMIP to use data developed during their project for enhancing GlycoMIP computational efforts, including open-access online databases.
- Users conducting non-proprietary research agree to allow GlycoMIP to archive materials prepared during their project in a materials library.
- Users have a period of one year following a project's end date to publish or apply for IP rights prior to the release of data or materials by GlycoMIP. Users may request additional delay due to special circumstances.
- User materials submitted for analysis by GlycoMIP will be retained by GlycoMIP for two months following a project's end date, at which time they will be disposed of.
- Users are responsible for all shipping charges and insurance (recommended). Users who wish to have materials returned to them should arrange pre-paid and insured shipping with their Project Advocate.

**Completion of Work and Rework**

- Services provided by GlycoMIP are provided on a reasonable efforts basis and are provided “as-is” and without warranties, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose. Synthesizing and analyzing materials is a scientific endeavor and GlycoMIP cannot guarantee any particular outcome or specific yield.
- Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- Users understand that it may not be possible to synthesize or analyze some materials (samples). In consideration of this, some projects will be planned in phases, which will require periodic review and GlycoMIP will define reasonable stopping points if work cannot progress as planned. Users agree to pay fees associated with each phase of a project once work has initiated.
- If a service or sample request fails as a result of equipment failure or staff error, rework will be initiated and the client not charged for fees associated with the failure. If an issue with test samples supplied by the client cause rework, consumable and/or user fees will apply.
- A user has the right to terminate the request for services/samples at any time, but agrees to pay, per the initial scope of work, for consumables used or ordered and, in the case of proprietary research or services, user fees.
- After reasonable effort and use of GlycoMIP facilities and staff time, a Project Advocate, in discussion with the user, reserves the right to discontinue a project deemed not feasible.

Accepted:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title and Institution

**NOTE:** This agreement will remain in effect for one year from date of signature.