BioPACIFIC MIP Policy Acceptance

Intellectual Property

For Research or Services conducted at the BioPACIFIC MIP:

- Any intellectual property developed in the performance of a research project that is performed by non-UC researchers on behalf of a non-UC entity and that is independent from any UC research activities will not be owned by UC.
- With respect to any intellectual property developed in the performance of a research project that is performed jointly by UC researchers and non-UC researchers, ownership shall be determined in accordance with applicable United States intellectual property laws and applicable University policies. In the event that a separate research agreement exists between the parties for the contemplated research project, the terms of that research agreement will govern.
- Any intellectual property developed in the performance of a research project conducted solely by UC researchers will be owned by the UC Regents, except in the case of Services.
- With respect to services conducted by BioPACIFIC MIP staff under the BioPACIFIC MIP's no-charge recharge agreement ("Services") with a non-UC entity, any intellectual property developed in the performance of that project will not be owned by The Regents but only to the extent that there is no UC employee who is a co-inventor of such intellectual property as determined under U.S. patent law.
- The data generated during proprietary research conducted by non-UC researchers on behalf of a non-UC entity can be kept confidential by paying the full recovery costs, following the NSF MIP guidelines expressed in the 2019 FAQ.

Data and Material Privacy, Submission, and Usage

- **'Public'** data is defined as data that is accessible to any registered user in the BioPACIFIC MIP Digital Ecosystem. This data can be retrieved through the laboratory information management system (LIMS) Data Viewer, as well as via API calls to the LIMS.
- **'Private'** data is defined as data that is inaccessible to other registered users in the BioPACIFIC MIP Digital Ecosystem, except for users explicitly added to a user group by the owner of the file(s). The data cannot be accessed by other users through the LIMS Data Viewer, nor can the data be accessed programmatically through the LIMS API.
- As requested by BioPACIFIC MIP, users agree to submit project-specific materials and experimental protocols to BioPACIFIC MIP staff 4 weeks in advance of scheduled experiments.
- Users agree to record all forms of data and metadata, including protocols, characterization data, and results, as part of their BioPACIFIC MIP research in the BioPACIFIC MIP Digital Ecosystem at electronic lab notebook (ELN) and LIMS.
- Users agree to document and deposit data generated from materials developed through approved user projects to the BioPACIFIC MIP Digital Ecosystem Materials Library.
- Data and/or materials logged in the Digital Ecosystem may be kept Private until after publication, or filing of IP through the appropriate channels, but must be marked Public within one year of the project's end date unless authorized by BioPACIFIC MIP to be marked Public at a later date.
- Organizations or individuals that either choose not to revert data and/or materials to Public within the required timeframe, or are performing proprietary research at BioPACIFIC MIP, will be assessed user fees for the work performed at BioPACIFIC MIP at the posted rates and in accordance with NSF policies on proprietary research.
- The Public materials and data in the BioPACIFIC MIP Digital Ecosystem must only be used for non-commercial research and educational purposes.

Acknowledging BioPACIFIC MIP

To promote this mission of knowledge sharing and growth, researchers working on **approved user projects** or **in-house research** at BioPACIFIC MIP should:

- Mention BioPACIFIC MIP within the main body of publications, in the methods section or where the facilities or procedures are described; example: “SAXS measurements were performed at the BioPACIFIC MIP user facilities at UC Santa Barbara.”
- Include the BioPACIFIC MIP logo and mention the relevant instrumentation when describing experimental methodologies in conference presentations and posters; see an example here.

And must:

- Acknowledge both the BioPACIFIC MIP award number (DMR-2445868) and the BioPACIFIC MIP name in all publications that are generated or resulting from BioPACIFIC MIP in-house research and BioPACIFIC MIP user projects, including through use of the BioPACIFIC MIP funded tools, materials, or data in person or virtually; example: “This work was supported by the BioPACIFIC Materials Innovation Platform of the National Science Foundation under Award No. DMR-2445868.”
- Acknowledge the BioPACIFIC MIP award number (DMR-2445868) and/or BioPACIFIC MIP name in all presentations, websites, press releases, etc. that are generated or resulting from BioPACIFIC MIP support under the Materials Innovation Platforms solicitation (NSF 25-521).

What is Covered by BioPACIFIC MIP for Approved Non-Proprietary User Projects

Covered by BioPACIFIC MIP

- Access to BioPACIFIC MIP Instruments – No charge for approved users.
- Project Scientist Time – Consultation and support from BioPACIFIC MIP staff.
- Standard Laboratory Supplies – Common lab supplies and materials provided at no cost.
- Training & Support – Instrument training and workflow guidance.
- Travel Assistance for Non-R1 Institutions – Limited funding is available to help offset travel costs.

Not Covered by BioPACIFIC MIP

- Project-Specific Materials – Users must cover the cost of unique materials. Materials may be shipped to BioPACIFIC MIP or purchased by BioPACIFIC MIP and billed to the user at cost plus overhead.
- External Contractor Services – Fees associated with outsourced services, such as DNA synthesis, external sample characterization, or fabrication.
- Travel & Accommodation – Users are responsible for their own travel expenses unless eligible for specific funding.
- Additional Facility Access – UCSB/UCLA shared facilities may require separate fees.

Accepted:

_____	_____
Signed	Date
_____	_____
Name (print)	Title, Institution