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Intellectual property rules for Netherlands eScience Center projects

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For Netherlands eScience Center calls for proposals that declare these rules to be in effect, the stipulations below apply on a comply-or-explain basis. If these rules can be applied as they are, then please state this in the proposal. If exceptions are needed, please contact the Netherlands eScience Center before submitting the proposal to discuss, and then state these exceptions clearly in the proposal text. If no specific IP and/or copyright statements are made in the proposal, the rules described in this document are applicable. Amendments to these rules can be made, but these must first be approved by the Netherlands eScience Center management in all cases.

1. Involved parties

1. If these rules have been declared to apply to a project, then they apply to each partner in this project.
2. Partners in a Netherlands eScience Center project are the Netherlands eScience Center itself, the host institution(s) of the Principal Investigator(s) and co-investigator(s) listed on the proposal, and all parties directly or indirectly receiving in-cash or in-kind funding from the Netherlands eScience Center project.
3. If a public-private partnership is desired as part of a Netherlands eScience Center funded project, then this must be specified in the research proposal. Any additional public or private parties named as such on the project proposal are then also partners in the project.
4. Public or private parties can be added as project partners during the project, but only if all existing project parties, including the Netherlands eScience Center agree to this in writing.
5. Having a public or private party make available (proprietary) data or software does not in itself make this party a partner in the project, and the party will not automatically share in the generated IP.

2. Ownership of results

1. Ownership of results, including any IP rights, is shared between the project partners. As a result, any decisions beyond the rules laid out in this document regarding IP in the project must be agreed on by all partners in the project in writing.
2. Each partner will immediately report any inventions to the Netherlands eScience Center as well as to the other partners in the project.

3. Licensing of software, data and documents

1. The Netherlands eScience Center does not engage in exclusive, commercial licensing of intellectual property rights for financial gain.
2. The Netherlands eScience Center will accommodate commercial interests that private partners may have, provided that they do not restrict continued open scientific research.
3. Software is developed in the open right from the start of the project, and is released as Free, Open Source Software under the Apache License 2.0.



4. If pre-existing software owned by one of the project partners is substantially improved or extended as part of the project and then used to create published results that could not have been achieved without the modifications, then the modified or extended software will be released in the same way as software developed in the project.
5. Contributions made to existing, publicly developed free and open source software (FOSS) software external to the project will be licensed under the existing license of that software. If the part of the software that is made with the funding of the Netherlands eScience Center could reasonably be used on its own, then that part will still (also) be licensed under a permissive license where legally possible, i.e., a dual-license approach will be used.
6. Data sets gathered or produced in the context of the project are released as Open Data under the Creative Commons Attribution 4.0 license if this is legally possible (i.e., if the data is not privacy-sensitive).
7. If pre-existing data owned by one of the project partners is substantially improved or extended as part of the project and then used to create published results that could not have been achieved without the modifications, then the improved or extended data will be released in the same way as data sets gathered or produced in the project.
8. Contributions made to existing, publicly maintained Open Data sets or databases will be licensed under their existing license.
9. For all data and software, metadata must be made available according to the FAIR (Findable, Accessible, Interoperable, Reusable) principles.
10. Scientific papers must be published Open Access as specified by NWO policy.
11. Other documents written in the context of the project will be published under the Creative Commons Attribution 4.0 license when legally possible (i.e., if the documents are not privacy-sensitive).

4. Collaboration

1. Any conflicting language on intellectual property in guest employee contracts offered to Netherlands eScience Center personnel must be removed before we can sign them. Only this policy, and any modifications described in the project proposal, determines what happens with intellectual property in the project.
2. If external parties provide the project with data sets, software, hardware and/or documentation under a Non-Disclosure Agreement (NDA), the Netherlands eScience Center can only sign this agreement, or otherwise agree not to distribute such items, if at least the following points hold:
 - a) To ensure freedom to operate, the NDA must explicitly state which items are covered by the agreement.
 - b) The NDA must allow internal communication within the Netherlands eScience Center about the covered items.