



NSF ExFAB BioFoundry Policy Acceptance

1. INTELLECTUAL PROPERTY:

Ownership: ExFAB's host universities will not assert ownership over any intellectual property invented, developed, or created by an external user based solely on the use of the ExFAB facility or its technical personnel. ExFAB's host universities will assert ownership only to the extent that an ExFAB employee meets the definition of an inventor or author as defined under U.S. intellectual property law.

Licenses to ExFAB: In order to support and advance research on extreme microbes, ExFAB requires users to provide ExFAB with the following use rights

- *Equipment Improvements and new protocols/workflows.* A non-exclusive, royalty-free license to use, and allow future users to use, within ExFAB's facilities: (a) any new use, modification or improvement of equipment housed in ExFAB's facilities and (b) any new protocol or workflow developed through the use of ExFAB's facilities.
- *Research and Education.* Users will grant to each university housing an ExFAB facility a non-exclusive, royalty-free license to use any intellectual property created during the use of ExFAB facilities for research and educational purposes only, except to the extent they are legally prohibited from providing such a license.

A copy of the full ExFAB Intellectual Property Agreement can be viewed at exfab.org/IPPolicy.

2. SAMPLES AND DATA

Samples. Upon request, Users will be required to deposit a sample of any strains or genetic parts provided by the User to the ExFAB Facility, together with any sequencing, phenotyping, metabolomic or other data about the provided strains generated at ExFAB, and any analysis of that data ("ExFAB Library"). The strains deposited in the ExFAB Library will be listed in ExFAB's online database and will be made available by ExFAB for use in ExFAB facilities.

Users must also make microbial strain resources, libraries of isolates, plasmids and CRISPR libraries, and transformed strains and associated data, available for broad use within the extreme microbe research



community, either directly or through a third-party repository in a manner consistent with academic custom for at least three (3) years after completion of the User Project.

Data. ExFAB will maintain a copy of all data generated by ExFAB's equipment and ExFAB personnel during the performance of the User Project. Archived data will be used by ExFAB and its host universities for educational and research use, including the development of databases of aggregated data that may be made available to others who access ExFAB facilities.

Embargos. Users may embargo access to the samples and data described above for up to two (2) years upon written request. In the event of an embargo, the strains and/or related data will be made accessible at the earliest of either publication or the end of the embargo period, and the three (3) year minimum access period will begin the day after the embargo is lifted. With respect to the inclusion of data generated by ExFAB's equipment or ExFAB personnel during the performance of a User Project in a database of aggregated data, the requested embargo period may be up to one (1) year.

3. CONFIDENTIALITY

ExFAB will not sign any Non-Disclosure Agreements.

ExFAB is not responsible for maintaining the security or confidentiality of user research.

4. ACKNOWLEDGEMENT OF ExFAB SUPPORT

Users must acknowledge the support and use of the ExFAB facilities and programs as follows:

- *Publications:* Include the following acknowledgment in all publications: "This material is based on work performed at the NSF ExFAB BioFoundry and supported by the National Science Foundation under Award No. DBI-2400327."
- *Presentations, etc.:* Acknowledge the NSF ExFAB BioFoundry award number (DBI 2400327) and/or the NSF ExFAB BioFoundry name in all presentations, websites, press releases, etc. that are generated or resulting from ExFAB support.

All Users are encouraged to, and should, do the following:

- Mention the NSF ExFAB BioFoundry within the main body of publications or presentations, in the methods section or where the facilities or procedures are described. *i.e.:* "Genetic sequencing was performed at the NSF ExFAB BioFoundry user facilities at UCSB."



- Include the NSF and NSF ExFab BioFoundry logos and mention the relevant instrumentation when describing experimental methodologies in conference presentations and posters.

Users will also notify Sherylle Mills Englander, Managing Director of ExFab (Englander@ucsb.edu) of any publications for inclusion on the ExFab website.

5. COSTS COVERED FOR APPROVED USER PROPOSALS

The following costs are covered by ExFab for approved user proposals for the approved project:

- Access to ExFab instruments and equipment
- Consultation and support from ExFab's technical staff
- Standard laboratory supplies and materials
- Instrument training and workflow guidance
- The cost of shipping samples to the ExFab facility (up to a maximum cost of \$100)

Only if expressly approved during the proposal review process:

- Unique materials and supplies. Unique materials and supplies can be shipped to ExFab or purchased by ExFab and billed to the user.
- External contractor services – fees associated with outsourced services, such as DNA synthesis, external sample characterization, etc.
- Sample preparation

The following costs are not covered by ExFab for approved user proposals:

- Travel & Accommodation (except to the extent a User receives an ExFab User Grant)
- Additional Facility Access – UCSB, UCR and CPP have other shared facilities open to external users. These facilities are operated independently with separate user programs and fees.

READ, ACCEPTED AND AGREED:

Signature: _____

Name: _____

Title: _____

Organization: _____

Date: _____