

POST-AWARD POLICIES



Great Lakes Fishery Commission

STANDARD PAYMENT SCHEDULE FOR RESEARCH CONTRACTS

The Great Lakes Fishery Commission (Commission) grants funds to academic institutions, government agencies, and private corporations (Contractor) through research contracts. Per its standard research contract, the Commission will pay to the Contractor 75% of the total year-1 cost upon receipt of the signed contract and the entry of the project into the Council of Great Lakes Research Managers' Research Inventory, an online database of current Great Lakes research, by the principal investigator, and the remaining 25% of the total year-1 cost will be payable following approval by the Commission of a progress report at the end of year 1.

For subsequent years, the initial payment will be 75% of the total cost for that year and the final payment will be 25% of the total cost for that year. Contingent upon the Commission's approval of the progress report for the previous year and the availability of Commission funds, the Commission will initiate funding for each subsequent year of a contract by sending a letter to the Contractor that confirms acceptance of the progress report for the previous year.

For some consultants and independent contractors, the Commission uses a 50/50 payment schedule.

The policy of holding back at least 25% of each year's cost until a satisfactory progress report is received is generally non-negotiable; however, exceptions may be granted on a case-by-case basis if the Contractor provides strong justification for an alternate payment schedule.

05/02/2016



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Great Lakes Fishery Commission

STATEMENT ON SHARING DATA

The Great Lakes Fishery Commission encourages the sharing of data as is compatible with its duties under the 1955 Convention on Great Lakes Fisheries:

- (a) to formulate a research program or programs designed to determine the need for measures to make possible the maximum sustained productivity of any stock of fish in the Convention Area which, in the opinion of the Commission, is of common concern to the fisheries of the United States of America and Canada and to determine what measures are best adapted for such purpose;
- (b) to coordinate research made pursuant to such programs and, if necessary, to undertake such research itself;
- (c) to recommend appropriate measures to the Contracting Parties on the basis of the findings of such research programs;
- (d) to formulate and implement a comprehensive program for the purpose of eradicating or minimizing the sea lamprey populations in the Convention Area; and
- (e) to publish or authorize the publication of scientific and other information obtained by the Commission in the performance of its duties.

Information useful as a guide to management practice is a precious commodity. Where it exists, it is vitally important that it be readily available for application wherever appropriate.



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POLICY ON OWNERSHIP OF EQUIPMENT OVER \$5,000

The Great Lakes Fishery Commission (Commission) grants funds to academic institutions, government agencies, and private corporations (Contractor) through research contracts. Per its standard research contract, the Commission requires contractors to disclose in writing to the Commission any equipment purchased under a contract for \$5,000 or more. Equipment purchased under a contract for less than \$5,000 per item will become the property of the Contractor. Items purchased for \$5,000 or more will become property of the Commission upon conclusion of a contract. The Commission will make necessary arrangements for the return or transfer of such equipment, upon conclusion of the contract.

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POLICY ON OWNERSHIP OF INTELLECTUAL PROPERTY

The Great Lakes Fishery Commission (Commission) grants funds to academic institutions, government agencies, and private corporations (Contractor) through research contracts. Per its standard research contract, the Commission grants ownership of intellectual property produced under a research contract to the Contractor. However, the Commission and its cooperators retain the right use and disseminate intellectual property.

This policy is described in further detail in Article 4 of the Commission's standard contract, reproduced below:

4. Ownership of Patents and Other Intellectual Property and the Use of Technical Information.

A. In addition to the provisions of Paragraph 2, ownership of all intellectual property (as defined herein) including those protected under the laws of patents, copyrights, and trade secrets in any technical report, work product, photograph, drawing, plan, specification, model, prototype, pattern, sample, or other product, design, technical information, invention, ideas, results, method, or process ("Intellectual Property"), which is produced, conceived, developed or first actually reduced to practice solely by the Contractor in performing this Contract, shall vest in the Contractor. The Contractor will fully and promptly disclose in writing to the Commission any Intellectual Property mentioned in this Contract and disclose to the Commission full details of any patent application relating to such Intellectual Property 30 days prior to submitting said application to any governmental patent office. A record of all Intellectual Property mentioned in this Contract, whether created solely by the Contractor or in collaboration with the Contractor will be reported in the Contractor's completion report or, if produced after the Contract end date, will be reported by letter to the Commission. Any Intellectual Property developed jointly by employees or agents of the Contractor and by employees, agents or anyone having a duty to convey rights to such Intellectual Property to the Commission or its Cooperators, will be jointly owned by the Contractor and the Commission.

B. The Commission and its Cooperators shall have a royalty-free, perpetual, non-exclusive, worldwide license to make, have made, use, reproduce, disclose, modify, prepare derivatives, distribute, display, and publish any Intellectual Property for non-commercial purposes as defined in this Contract in furtherance of the goals and missions of the Commission and its Cooperators. The Commission and its Cooperators may secure the services of an independent vendor or third party worldwide in exercising the rights granted above for such non-commercial purposes of the Commission and its Cooperators.

05/18/2020



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