

Version 3- 01-23-2017

Pesticide Risk Tool Policy on Transparency and Confidentiality

Goals:

1. Maximize access to project information by researchers, policy makers and others working to increase IPM adoption and/or reduce pest and pesticide hazards.
2. Protect confidential information provided by users, collaborators and others.
3. Protect our ability to sustain the tool financially and to fully report impacts of our project to funders and others.
4. Comply with all applicable laws, regulations and contractual obligations.

General policies:

1. Project partners include the IPM Institute of North America and Pesticide Data Central.
2. Transparency
 - Materials provided or developed for the project including databases, models, flow diagrams, designs, software, reports, data and other information will be reviewed by the project partners for disclosure status.
 - Information determined to be useful to others and not confidential will be disclosed on the project website and/or in project reports.
 - All data used in models will be disclosed including the source of the data. In the case where proprietary or confidential information is received for use in the models, we will request to disclose that information. If permission is not granted, we will identify the data in question, disclose the source of the data and provide contact information for the source, and a justification for our use of those data, i.e., why the data are needed and why they are not available for public disclosure. –
 - All subcontractors and funders will be acknowledged in project reports and .on the project website.
 - A summary budget will be disclosed in reports to advisors and funders. The detailed project budget will not be disclosed except in required reporting to funders.
 - In the event of lack of consensus, the IPM Institute board of directors will make the final decision on confidentiality.
3. Confidentiality and ownership of intellectual property - Project information
 - Copyright restrictions will be honored for all copyrighted materials used by ipmprime.com.
 - All information determined to be confidential by the contributor or the project partners will be clearly marked as such.
 - A password-protected section of the website will be maintained for confidential information to be shared among the project partners. Not all confidential information will be posted on the secure website.

- All subcontractors will be bound by a contract addressing intellectual property and a separate confidentiality agreement protecting confidential project information and confidential information provided by third parties.
- All written or other work products generated by subcontractors for use in the project will be the property of IPM Institute except as specified by the contracts between the IPM Institute, NRCS and subcontractors.
- In the case of intellectual property developed by subcontractors prior to the project and made available to, or used to develop databases and/or models needed to complete the project, subcontractors shall retain the right to use such intellectual property for other purposes during and after the project.
- For intellectual property developed by subcontractors during the project and made available to, or used to develop databases and/or models needed to complete the project, subcontractors will retain during and after the project the right to use such intellectual property for other purposes not competing with the project's product for users and/or user fees for a period of three years after the project is completed. The IPM Institute must be acknowledged with use of those materials.
- After the project ends, the IPM Institute shall retain the right to use and develop the intellectual property provided to the IPM Institute during the course of this project by subcontractors, including the right to charge a fee for access to or use of the intellectual property.
- In consideration for its contribution to the project, each project partner will have continued access to the intellectual property developed jointly under this project free of charge.
- Patents will be pursued for project developments where practical.
- Project publications will be informally copyrighted (marked by the project as copyrighted) with permission for reuse by request and with acknowledgement. This will help us report to funders and others who is using our information and for what purpose.

Pertinent obligations and regulations:

1. Contractual obligation to NRCS by the IPM Institute.
2. Contractual obligations between IPM Institute and subcontractors.
3. Contractual obligations between subcontractors and their host institutions.
4. Bayh-Dole (37 CFR 401) which regulates intellectual property developed with government funding. Provisions of this act are addressed in the subcontract between the IPM Institute and Oregon State University and provide for the University to retain ownership of intellectual property developed by its employees.
5. Research Act of 1974 (45 CFR Part 46), compliance with which is required for USDA funded research involving human subjects. The act requires Institutional Review Board approval and ongoing review to ensure ethical handling of human participant information. We may fall under the provisions of this requirement if we involve human subjects in research to develop or refine the tool in a non-exempt activity. Version 1 – 05-01-08
6. The Freedom of Information Act, 5 USC Section 552, may be used to grant access to information we provide to NRCS as part of the grant-reporting process.

7. Data Quality Act (Information Quality Act), Section 515 of the Consolidated Appropriations Act, 2001. This act requires federal agencies to ensure the quality of data disseminated by the agency. Should our tool be used by a federal agency to disseminate information to the public or other agencies, we may be requested to disclose for evaluation information pertaining to the “quality, objectivity, utility and integrity of information” provided to users of the tool.