Time Lapse Deliverables – FAQs

- **FAQ: What is the Period of Confidentiality for the SEAM Time Lapse Data and Models?**
  
  ANSWER: The Period of Confidentiality extends until April 30, 2019 (i.e., 24 months from the date of distribution, May 1, 2017, according to Article 7.3).

- **FAQ: Can Participants share these data with 3rd parties (academics, contractors, etc)?**
  
  ANSWER: Yes. Participants can share data with 3rd parties, but Article 6.7 applies. Use of the data during the Period of Confidentiality can be "ONLY for proprietary uses of the Participant" and 3rd party recipients must sign a non-disclosure agreement with the member. Sample language for the NDA can be downloaded from the SEAM website.

- **FAQ: Can Participants publish results of research carried out with the data and model?**
  
  ANSWER: Yes. See Article 6.8. Participants can publish articles and make presentations, and extend these rights to others, but must notify SEAM of the intention to publish and provide a copy of the manuscript or presentation 30 days in advance so that SEAM can verify that no Confidential Information of the project is being disclosed by the publication. If SEAM does not object to the publication within 30 days of receiving the advance copy, the publication can proceed. *Note that this is not the same as a requirement that Participants ask permission from SEAM to publish. The default condition is that Participant have the right to publish, unless SEAM objects to the publication as disclosing Confidential Information, in which case SEAM will identify the material to be removed.*

- **FAQ: Can 3rd parties who validly received the data and models from Participants under an NDA publish results of their research on the data and models?**
  
  ANSWER: Yes. Third parties can publish the results of their research on the data and models, validly received from a Participant, but Articles 6.7 and 6.8 apply. In the case of a commercial third party, such as a contractor, use of the data and models in publications, presentations, or other distributed material (such as brochures or advertisements) cannot be made if the result is intended solely for the commercial gain of the third party, independent of the proprietary uses of the Participant. (One way of showing that an article or presentation is not solely for the commercial gain of the third party would be to include, with permission of a Participant, a member of Participant’s staff as a co-author on the publication.) This restriction on the use of the data and models in publications does not apply to entities with no commercial activities, such as universities or not-for-profit research institutes. In all cases, however, Article 6.8 applies: SEAM must be notified and supplied a copy in advance of publication and has the right, within 30 days, to identify and stipulate removal of, material whose disclosure might jeopardize the confidential property of the SEAM project.
Article 6 – Intellectual Property Ownership and Exploitation

- 6.1 Title and ownership to all SEAM Project Deliverables, excluding Donated Information, shall be held and may be copyrighted by SEAM.

- 6.2 Title and ownership to all copyrights and patents on all intellectual properties made under the SEAM Project shall be held by SEAM, unless otherwise addressed in contracts described in Section 4.2 hereof. Title and ownership to all copyrights and patents on any intellectual properties not made under the SEAM Project shall reside with the Party or Parties whose employees created the same.

- 6.3 Title and ownership to Donated Information unless specifically not retained by a Participant shall reside with the Participant contributing such Donated Information to the SEAM Project.

- 6.4 Donated Information for which a Participant has specifically not retained right of ownership shall become part of the SEAM Project Deliverables and shall be delivered in the same manner as all other SEAM Project Deliverables as specified in Section 4.3 hereof. The Donating Party grants to the other Parties and their Affiliates a perpetual, world-wide, royalty free, non-exclusive right and license to use, disclose and/or further develop Donated Information included in SEAM Project Deliverables including the right to extend the rights granted hereunder to others without accounting therefore to the other Parties. Should a Participant desire to provide Donated Information to the SEAM Project but restrict its distribution or confidentiality provisions to selected persons or entities, this activity shall be handled under a separate agreement covering the specific Donated Information. All Participants who sign such separate agreements shall receive Donated Information.

- 6.5 Nothing in this Membership Agreement shall in any way restrict or impair the right of any Party to conduct its own research, either independently or in conjunction with others, even though such research may parallel or overlap research conducted as part of the SEAM Project. Any Party conducting such research shall have no obligation with respect to such independent research or its results under this Membership Agreement.

- 6.6 SEAM grants to the Participants and their Affiliates a perpetual, world-wide, royalty free, non-exclusive right and license to use, disclose and/or further develop SEAM Project Deliverables.

- 6.7 During the Period of Confidentiality, SEAM also grants to the Participants and their Affiliates the right to extend the rights granted hereunder to others ONLY for proprietary uses of the Participant, subject however to any restriction or condition that may be imposed pursuant to any contract negotiated by SEAM as provided for in Section 4.2. Third party recipients will be restricted from using the SEAM Deliverables for any commercial purposes or gain of their own. Third party recipients will sign a non-disclosure agreement with the disclosing Participant and such agreement will restrict “commercial third parties” from publishing, making presentations, and/or otherwise distributing the results of the ensuing work, unless the Management Committee expressly approves by a majority vote such publication or presentation. “Non-commercial third parties” will not be subject to this restriction on publishing and presenting. For purposes hereof “commercial third parties” shall mean for profit business organizations and “non-commercial third parties” shall mean not for profit organizations, including but not limited to universities, research institutes, and government laboratories.

- 6.8 Participants shall have the right to publish articles or make presentations based on SEAM Project Deliverables, and may extend this right to others as set forth in Section 6.6 above, subject also to the restriction that these publications or presentations shall not provide direct access to the SEAM Project Deliverables. Articles and presentations will clearly acknowledge the source of the underlying data as SEAM. During the Period of Confidentiality defined in Section 7.3, Participants shall provide to SEAM a copy of all proposed articles or presentations, thirty (30) days in advance of the submission of such proposed publication or presentation. SEAM shall have thirty (30) days after receipt to object because the same contains Confidential Information or patentable subject matter. This will allow all parties the protection of avoiding public disclosure prior to the protection afforded by a patent application. The Participant(s) shall remove any Confidential Information and will refrain from publication or presentation for a period not to exceed ninety (90) days to enable the inventing party (parties) to obtain protection of patentable subject matter contained in the proposed publication or presentation.
7.1 "Confidential Information" shall be defined as Donated Information and SEAM Project Deliverables.

7.2 Confidential Information disclosed hereunder shall be clearly marked "Confidential" if disclosed in documentary or other tangible form, and identified in writing within thirty (30) days if disclosed orally. The Party or Parties receiving the Confidential Information shall hereinafter be referred to collectively as "Receiving Parties" or individually as "Receiving Party", and the Party disclosing the Confidential Information shall hereinafter be referred to as the "Disclosing Party". The Receiving Party shall safeguard the Confidential Information with at least the same degree of care as it uses for its own confidential information of like importance. Confidential Information shall be subject to the provisions in Sections 6.4, 6.5, 6.6, and 6.7.

7.3 The Period of Confidentiality for the SEAM Project Deliverables and related Donated Information will begin on the effective date of this Membership Agreement as provided in Article 2.3 and continue as follows:

- for a period of twenty-four (24) months following each individual delivery of digital data packages to the Participants for the Digital Data portion of the SEAM Project Deliverables, and
- for a period of twenty-four (24) months after the termination date as provided in Article 2.3 for all Other Deliverables of the SEAM Project Deliverables. Participants and SEAM shall not make the SEAM Project Deliverables publicly available during the Period of Confidentiality unless approval is granted by Majority vote of the Management Committee. Parties acknowledge that should government or other external funding be obtained to support any portion of this project, then the ability to maintain the SEAM Project Deliverables in a proprietary nature may be modified as needed to comply with the terms and conditions of the external funding source.

7.4 Participants and SEAM shall not make the SEAM Project Deliverables publicly available during the Period of Confidentiality unless approval is granted by Majority vote of the Management Committee.

7.5 After expiration of the Period of Confidentiality, the distribution of any Project Deliverables shall be managed exclusively by SEAM as the owner of the Deliverables. Any requests for Deliverables received by Participants, after the Period of Confidentiality, shall be directed to SEAM.

7.6 The Receiving Parties' obligations concerning use and disclosure of Confidential Information shall not apply to that which:

a. is already rightfully in a Receiving Party's or its Affiliates' possession at the time of disclosure or independently developed by a Receiving Party or its Affiliate, as evidenced in either case by the written records of the Receiving Party or its Affiliate; or
b. later becomes part of the public domain through no fault of the Receiving Parties; or
c. is required by any judicial, governmental or other official order. The Receiving Party shall promptly notify the Disclosing Party prior to such disclosure specifying what Confidential Information is required to be disclosed, and to whom and assist the Disclosing Party in asserting whatever exclusions or exemptions may be available to it under such circumstances; or
d. is provided or disclosed by the Disclosing Party or its Affiliates to a third party without a similar restriction on the third party's rights; or

7.7 Upon the written request of the Disclosing Party, the Receiving Parties shall retrieve and return or destroy all material, including copies, containing Confidential Information given to the Receiving Parties pursuant to Section 7.2, except for one record copy.