



NEEA Intellectual Property (IP) Policy

Purpose. Market Transformation is driven by ideas. When an idea, such as an invention or discovery, a design or symbol, a name, or a written document, is original and unique it is considered intellectual property (“IP”). Once IP is protected (typically through a copyright, a trademark, or a patent), the IP owner can determine how to share it, sell it, or improve it. NEEA creates, buys, and uses IP through its initiatives and must ensure that it can continue to use IP for the benefit of energy consumers in the Northwest. By protecting its IP, NEEA can ensure it is developed, shared, and used correctly and is available for future use by NEEA and NEEA’s stakeholders.

NEEA’s IP Ownership Rule. *When NEEA pays a contractor to develop IP (or develops IP on its own), NEEA should own the IP.* Exceptions to this Rule must be pre-approved by NEEA’s Legal Department.

Exceptions to NEEA’s IP Ownership Rule. There are limited situations where NEEA develops or funds IP but does not retain ownership, in whole or part, for example:

- IP created for NEEA by a federal laboratory or University (these entities oftentimes require ownership of IP that they develop).
- IP created by NEEA as a deliverable for another entity and is not created with NEEA funds. In this instance NEEA would own any pre-existing IP incorporated into a deliverable but may not own newly created IP.
- IP developed for NEEA is pre-existing IP clearly owned by a contractor.
- IP created as part of a collaborative funding agreement. In this case NEEA may co-own the IP or have a licensing agreement regarding its permitted use.

In these excepted cases, NEEA requests (and is often granted) a broad irrevocable license to use IP for any future NEEA purpose. Please contact NEEA’s Legal Department if you encounter any of these situations to help resolve any IP ownership issues or questions.

NEEA’s Licensing of NEEA’s IP. Once NEEA establishes its ownership of IP through copyrights, trademarks, or patents, NEEA may permit others to use NEEA’s IP through a licensing agreement. NEEA’s employees and contractors should contact NEEA’s Legal department to develop an appropriate license agreement to permit authorized third parties to access, use, and/or distribute NEEA’s IP on a limited basis.

NEEA’s IP should never be shared with third parties without a licensing agreement or other similar safeguards (such as a copyright notice) in place as this might result in loss of NEEA’s IP rights. *Please note: some of NEEA’s IP is not intended to ever be shared with third-parties*, including but not limited to: confidential information, proprietary information, PII, trade secrets, internal strategy documents (e.g., draft logic models or product group strategies), process documents and tools (e.g., ILC guidance or Strike Zone), or internal tools (e.g., Star tool or Energy Savings Assessments). Please contact NEEA’s Legal Department to answer and resolve questions about NEEA’s IP ownership or permitted licensing/sharing.

What does NEEA Copyright and when? Copyrights protect “original works of authorship” from the time they are created in a fixed in a tangible form and include but are not limited to: literary works, writings, artistic works, sound and video recordings, and photographs. Copyrightable materials created by NEEA’s employees and contractors include but are not limited to: reports, graphs, research documents, data, training materials, marketing materials, photographs, and other written materials. “Publication” (i.e., the public distribution or display) of copyrighted works is a NEEA best practice to help establish the length of copyright protections, among other things.


All copyrightable NEEA-materials distributed publicly should contain a copyright notice as of the date of first publication. A copyright notice requires: (1) a © or “copyright;” (2) the year the material was first published; and (3) “Northwest Energy Efficiency Alliance” (Example: © 2023 Northwest Energy Efficiency Alliance). This notice can be placed anywhere on the copyrighted material. NEEA’s copyright notice provides legal notice to third parties that copyrighted materials are owned by NEEA and they may not be reproduced in whole or part without NEEA’s permission. If permitted by NEEA, any reproduction in whole or part of NEEA’s copyrighted works requires third-party attribution (i.e., acknowledged credit to NEEA as owner of a copyrighted work). NEEA should grant any use-permissions beyond simple linking or sharing of NEEA’s copyrighted works pursuant to a licensing agreement.



Please note: “works made for hire” are an exception to the general rule that an author of a copyrighted work owns it. For “works made for hire”, the person or company who pays an author to create a copyrightable work is the legal author/owner. Please contact NEEA’s Legal Department to address and facts and circumstances that may require an evaluation of this ownership exception.

NEEA’s copyrights may be registered with the U.S. Copyright Office to provide nationwide notice and provide other legal protections as a best practice considering the works. Please contact NEEA’s Legal Department to answer and resolve any questions or concerns about NEEA’s copyrights, use, and/or licensing.

What does NEEA Patent or Trademark and when? Patents can protect inventions made by NEEA, its employees, or contractors including but not limited to: unique business methods, computer programs, products, machines, processes, compositions of matter, and any new and useful improvement thereof. Patents are a less likely part of NEEA’s IP portfolio but should be kept in mind. Patents must be registered with the USPTO, and patented products marked accordingly.

Trademarks protect distinctive NEEA tradenames, brands, logos, and slogans in relation to NEEA’s goods/products and services. Trademarks may be either registered with the USPTO or unregistered. Registration provides statutory legal remedies and nationwide notice, while unregistered trademarks may not have similar protections.

NEEA’s registered USPTO trademarks are: (1) “NEEA”, (2) “BETTERBRICKS”, and (3) .

NEEA’s registered USPTO trademarks in process are: (1) “Northwest Energy Efficiency Alliance”, (2) , and (3) .

NEEA's unregistered trademarks include: (1) , (2) , (3) , (4) , and (5) .

NEEA's trademarks should have an appropriate trademark notice affixed to them as a NEEA best practice. USPTO registered trademark notice requires: (1) a ®, while an unregistered USPTO trademark notice requires: (2) ™. These notices should be placed at the far right of any related material. NEEA's trademark notices provide legal notice to third parties that these materials are owned by NEEA and may not be reproduced without NEEA's permission. NEEA should grant any related use-permissions under a licensing agreement absent limited exception as pre-approved by NEEA's Legal Department. Please contact NEEA's Legal Department to answer and resolve questions about NEEA's patent or trademark use or licensing.

NEEA's employees and contractors should also contact NEEA's Legal department if they identify anything developed by or for NEEA that could be trademarked or patented. NEEA's decision to patent or trademark its IP is made by NEEA's Legal Department in consultation with appropriate NEEA Director/Directors.

Non-NEEA IP. NEEA must similarly have permission before using or sharing IP NEEA does not own or have licensing rights to use. This includes NEEA's or its contractor's use of: photos, documents, data, or third-party trademarks in NEEA's materials or on NEEA's website. Contact NEEA's Legal Department if you have questions about using non-NEEA IP for NEEA's purposes.

Wrongful Use. NEEA can lose its IP rights if it knowingly allows others to use NEEA's IP without express permission and without licensing or other appropriate protections in place. NEEA's employees and contractors must ensure only those with permission are using NEEA's IP. Contact NEEA's Legal Department if anyone or any business is potentially using NEEA's IP wrongfully including but not limited to: NEEA's copyrightable materials, reports, photos, patents, processes, ideas, or trademarks without NEEA's express permission or outside of the scope of an applicable licensing agreement.

By accessing, distributing, transferring, copying, altering, or using NEEA's IP and/or its derivatives, you are bound by and subject to this Policy and all other legal protections related to NEEA's IP to the greatest extent provided by law.

Please contact NEEA's Legal Department if you have any questions or concerns about this IP Policy, its terms and conditions, or permitted IP users/use or misuse at: Legal@neea.org