

Publication Agreement

This is a publication agreement¹ (“this agreement”) regarding a written manuscript currently entitled
Automating Discovery of Physics-Informed Neural State Space Models via Learning and Evolution

(“the article”) to be published in PMLR (“the proceedings”). The parties to this Agreement are:

Steven Skomiski

(name of corresponding author who signs on behalf of any other authors, collectively “you”) and PMLR, (“the publisher”).

1. By signing this form, you warrant that you are signing on behalf of all authors of the article, and that you have the authority to act as their agent for the purpose of entering into this agreement.
2. You hereby grant a Creative Commons copyright license in the article to the general public, in particular a Creative Commons Attribution 4.0 International License, which is incorporated herein by reference and is further specified at <http://creativecommons.org/licenses/by/4.0/legalcode> (human readable summary at <http://creativecommons.org/licenses/by/4.0>).
3. You agree to require that a citation to the original publication of the article in the proceedings as well as a hyperlink to the PMLR web site linking to the original paper be included in any attribution statement satisfying the attribution requirement of the Creative Commons license of paragraph 2.
4. You retain ownership of all rights under copyright in all versions of the article, and all rights not expressly granted in this agreement.
5. To the extent that any edits made by the publisher to make the article suitable for publication in the proceedings amount to copyrightable works of authorship, the publisher hereby assigns all right, title, and interest in such edits to you. The publisher agrees to verify with you any such edits that are substantive. You agree that the license of paragraph 2 covers such edits.

¹The language of this publication agreement is based on Stuart Shieber’s model open-access journal publication agreement, version 1.2, available at <http://bit.ly/1m9UsNt>.

6. You further warrant that:

1. The article is original, has not been formally published in any other peerreviewed journal or in a book or edited collection, and is not under consideration for any such publication.
 2. You are the sole author(s) of the article, and that you have a complete and unencumbered right to make the grants you make.
 3. The article does not libel anyone, invade anyone's copyright or otherwise violate any statutory or common law right of anyone, and that you have made all reasonable efforts to ensure the accuracy of any factual information contained in the article. You agree to indemnify the publisher against any claim or action alleging facts which, if true, constitute a breach of any of the foregoing warranties or other provisions of this agreement, as well as against any related damages, losses, liabilities, and expenses incurred by the publisher.
7. This is the entire agreement between you and the publisher, and it may be modified only in writing. ~~It will be governed by the laws of the Commonwealth of Massachusetts.~~ ^{T-8} It will bind and benefit our respective assigns and successors in interest, including your heirs. It will terminate if the publisher does not publish, in any medium, the article within one year of the date of your signature.

I HAVE READ AND AGREE FULLY WITH THE TERMS OF THIS AGREEMENT.

- Corresponding Author: *Tomian Parker, Authorized Agent*
 - Signed:
 - Date:

8/28/2021 *[Signature]*

accepted in accordance with the attached Transfer of Copyright Agreement

Notice: Manuscript Authored by Battelle Memorial Institute Under Contract Number DE-AC05-76RL01830 with the US Department of Energy. The US Government retains and the publisher, by accepting this article for publication, acknowledges that the US Government retains a non-exclusive, paid-up, irrevocable, world-wide license to publish or reproduce the published form of this manuscript, or allow others to do so for US Government purposes. The Department of Energy will provide public access to these results of federally sponsored research in accordance with the DOE Public Access Plan: (<http://energy.gov/downloads/doe-public-access-plan>)

TRANSFER OF COPYRIGHT AGREEMENT

The Copyright interest of Battelle Memorial Institute

Title: Automating Discovery of Physics-Informed Neural State Space Models via Learning and Evolution.

Authors: Skomski S.E., J. Drgona, and A.R. Tuor.

is hereby transferred to PMLR

referred to hereinafter as the publisher, effective if and when the work is accepted for publication in

PMLR

(A) If the work was authored under a contract with the U.S. Government, a nonexclusive, royalty-free license is retained by the Government to publish or reproduce the published form of the work, or allow others to do so, for U.S. Government purposes. This transfer is subject to the provisions of 48 CFR 970.5227-2.

(B) To the best of Battelle's and of the author's knowledge, the work contains no material whose publication would violate any copyright or other personal or proprietary right of any person or entity. The author(s) also guarantees that the work has not been published previously elsewhere by the author(s). No other warranty is expressed or implied by Battelle by this Transfer of Copyright or by executing any Publisher's agreement for the above identified work.

(C) The following rights are reserved by Battelle:

- (1) All proprietary rights other than copyright, such as patent rights.
- (2) The right to use all or part of the work in derivative works, such as lectures, lecture notes, reviews, textbooks, press releases, reprint books, booklets, or brochures prepared by or on behalf of Battelle Memorial Institute. The source and the publisher's copyright will be acknowledged.
- (3) The right to reproduce and make limited distribution of all or portions of the work for internal use. The source and the publisher's copyright will be acknowledged, and copies will not be offered for sale nor used so as to imply endorsement by the publisher of a service or product.

(D) When accompanied by a Publisher's transfer of copyright agreement (Publisher's Agreement), the Publisher's Agreement is accepted to the extent that the above terms and conditions are consistent with the Publisher's Agreement terms and conditions. The above terms and conditions shall prevail over any inconsistency with the Publisher's Agreement.

Tommiann Parker
Authorized Agent
For Battelle Memorial Institute

Date 4/28/21