

NGLC Intellectual Property Policy

Effective Date: October 5, 2011

This Policy describes the commitments that Grantee is required to make with respect to intellectual property rights in grant applications, content, materials, developments, and products submitted to EDUCAUSE at any time during the period of Grantee's NGLC grant or developed using any NGLC grant funds. This Policy is supplemented by terms and conditions included in the Grant Agreement between Grantee and EDUCAUSE or as may be agreed otherwise in writing by Grantee and EDUCAUSE.

Grantee understands and acknowledges that EDUCAUSE is making the NGLC grant in furtherance of its nonprofit purposes, which include the priorities of ensuring that (a) the knowledge gained during funded projects will be promptly and broadly disseminated to the education community, and (b) the developed product(s) or outcomes be made accessible (with respect to cost, quantity, restrictions, and applicability) to support education for low-income students in state, tribal, and local education agencies, school districts, other public and private school systems, postsecondary institutions or public libraries, as applicable ((a) and (b) collectively, the "NGLC Priorities"). To best achieve the NGLC Priorities, we require that Grantee agree to the following:

- First, so that the knowledge gained during NGLC-funded projects is promptly and broadly disseminated, all documents, written materials, and other content submitted to EDUCAUSE during the period of Grantee's NGLC grant application and grant (e.g., website postings, initial proposals, proposals, findings, and information generated by Grantee) will be made available to the community under a Creative Commons Attribution license. We recommend that Grantee review the terms of this license, which is described at <http://creativecommons.org/licenses/by/3.0/us/>. This participation in the joint knowledge-building work of the overall initiative reflects a fundamental goal of NGLC in making these grants available in sequential waves. We respect Grantee's need to focus on the effective implementation of their model and will strive to limit this participation to activities that might directly or indirectly support that work. Specifically, Grantee must agree to (a) provide performance and student participation data that relate to the project as appropriate and requested by NGLC; (b) participate in a third-party evaluation of activities and outcomes supported by the grant; and (c) participate in an in-person and virtual community of like-minded innovators. Grantees that for any reason fail to launch their models, or are otherwise unable to meet the goals expressed in this RFP, are not exempt from these requirements; the success of this cohort of six technology-enabled, next generation learning depends as much on learning from setbacks as in learning from successes. For that reason, grantees that are not serving students through their proposed new model by the end of their grant period will be expected to make work products generated under the grant available to the reform community through EDUCAUSE, under the licensing described below.
- Second, so that products, software, and other technology developed using any NGLC grant funds are made accessible to the public in furtherance of the NGLC Priorities, we require that Grantee only use and otherwise exploit the research, products, and innovations (and intellectual property rights relating thereto) developed using any NGLC grant funds (the "Materials") directly in furtherance of making the Materials widely available to the public without unreasonable burden (e.g., costs, restrictions on use). This means that Grantee agrees to

conduct and manage support of the Materials in a manner that supports the sustainable wide adoption of demonstrably successful technology-enabled products, projects, or service-based solutions and that facilitates the achievement of the NGLC Priorities. Although Grantee is not required to use open-source licenses for the Materials, we encourage Grantee to do so, and preference will be given to projects that utilize and adopt open-licensed platforms and make technology available under an open-source license (for a list of approved licenses, see <http://www.opensource.org/licenses>). If a proposal promises open-source licensing of technology created or adapted, the Grantee will be required to keep that promise; failure to do so will give EDUCAUSE the right to terminate your grant.

- To aid EDUCAUSE in furthering the NGLC Priorities, EDUCAUSE also requires that certain rights in the Materials be granted to EDUCAUSE. As long as Grantee is using and exploiting the Materials as described above in the preceding section, these rights are limited to research and educational purposes. However, if Grantee fails to do so, EDUCAUSE reserves the right to (itself or with the assistance of third parties) make the Materials available in furtherance of the NGLC Priorities. So that EDUCAUSE can exercise these rights, Grantee will be required to grant certain licenses to EDUCAUSE under the Grant Agreement.
- Grantee is entitled to retain all rights (including all intellectual property rights) in any research, products, or innovations developed prior to Grantee's receipt of NGLC grant funds or independently of any project funded by NGLC grant funds which are incorporated in the Materials. However, Grantee should be aware that if Grantee makes any Materials incorporating such prior research, products, or innovations available under an open-source license, these prior developments may also be subject to the terms of such license. Further, in order for EDUCAUSE to exercise the rights it requires under the preceding section, EDUCAUSE also requires the same rights in any prior developments that are incorporated in the Materials. Appropriate licenses to provide EDUCAUSE with these rights will be included in the Grant Agreement.
- Any data sets, models/frameworks, text, and/or multimedia resources—including but not limited to courses or courseware—and findings resulting from the NGLC-funded project prepared by Grantee may be made available for public presentation on the NGLC website (<http://nextgenlearning.org>) and/or other online forums as directed by NGLC staff. All such materials will be subject to the Creative Commons license described above.
- All investigators supported in whole or in part by funds from the NGLC grant must be made aware of this Policy, must have a written obligation to assign or license all intellectual property created under a NGLC grant to Grantee so that Grantee can deliver to EDUCAUSE the licenses described above and should be encouraged to publish or otherwise disseminate the project findings as broadly and promptly as reasonably possible.
- All publications relating to the NGLC-funded project must include the acknowledgement, "Funded by a grant from EDUCAUSE through the Next Generation Learning Challenges."