The purpose of this document is to ensure that the Principal Investigator/research team understands the WateReuse Research Foundation’s (Foundation) copyright policy. It clarifies the Intellectual Property section of the Funding Agreement. After reviewing, please sign below acknowledging your understanding. If you have any questions, please contact your project manager or Julie Minton (jminton@watereuse.org, 571-445-5508).

Language on Intellectual Property in the Foundation’s Funding Agreement:

*Foundation’s Copyright.* The Foundation’s primary purpose in funding the Contractor is to further scientific and technological knowledge in the area of research covered by this Project. The Foundation will be the publisher for the Published Report, as defined in Exhibit A [of the funding agreement], for this Project and any other publishable deliverables specifically identified for this Project in Exhibit A. As the publisher, the Foundation shall retain the copyright to any Deliverables as identified in Exhibit A, and all drafts of those items. The Parties hereto intend that ownership of all Deliverables and copyrights arising out of or resulting from the Deliverables developed under this Agreement shall be exclusively vested in the Foundation (Article II, Paragraph D). None of the Foundation’s Copyright shall be distributed or disseminated in any manner by the Contractor, except for uses under the limited license in Article III, Paragraph 9a(i), without the prior written approval of the authorized representative of the Foundation, which approval will not be unreasonably withheld, conditioned or delayed, except as otherwise may be required by law. (Section 9.a of agreement)

The Foundation’s Policy – In Plain Language:

The Foundation’s Intellectual Property consists of the deliverables and their drafts, including but not limited to progress reports, final report, and drafts, as explained in Exhibit A of the Funding Agreement (page 17)). The Foundation’s Intellectual Property does not include the raw data or information generated over the course of a project, which is the contractor’s Intellectual Property. Implications:

- Therefore, once a deliverable has been submitted to the Foundation, the author is no longer the copyright holder – the Foundations is. From that point forward, the author will need to treat the deliverable like any work by another researcher. This means that the author cannot copy items from a deliverable for another use (in another presentation or publication) without providing attribution to the Foundation.
A Funding Agreement gives the author of the Foundation’s Intellectual Property rights to use the property for certain purposes. From the standard Funding Agreement:

The Foundation hereby grants the Contractor a limited, revocable, royalty-free, nonexclusive, license to: reproduce; distribute; prepare Derivative Works based upon the Foundation’s Copyright developed under this agreement; publicly display; use; and perform the Foundation’s Copyright exclusively for Educational Purposes as defined in Article II, Paragraph B above. Such license shall not extend to or include the use of the Foundation’s name, logo, or service or trademarks. (9.a.i)

The researcher is permitted (and encouraged) to present/publish elsewhere during or after the project’s tenure as long as the following conditions are met (9.a.iii):

- the contractor provides the Foundation with a copy of the article at least three weeks before submission;
- the contractor protects the Foundation’s Intellectual Property (does not dispose of or injure the Foundation’s Intellectual Property); and
- the article contains the appropriate acknowledgement of the Foundation’s support for the work (see acknowledgement section below).

It is obligatory on all authors to only provide a publisher with material that they either own the copyright or have received express permission from the copyright holder (the Foundation or other). This is often articulated by academic journals with a copyright transfer agreement that the author of a submission must sign prior to publication.

If a journal/book does not allow the publishing of copyrighted material, materials under the Foundation’s copyright may not be published with them.

Copyright/Acknowledgement/Disclaimer:

In a submission using work funded by the Foundation, whether or not there is actually any of the Foundation’s Intellectual Property involved, the following acknowledgment must be included:

The [Contractor] gratefully acknowledges the WateReuse Research Foundation’s financial, technical, and administrative assistance in funding and managing the project through which this information was discovered, developed, and presented.

If there is any of the Foundation’s Intellectual Property included, also add this disclaimer:

The comments and views detailed herein may not necessarily reflect the views of the WateReuse Research Foundation, its officers, directors, employees, affiliates, or agents.
If authoring an article or presentation using the Foundation’s copyright (e.g. figures, tables), insert:

©Copyright 20xx WateReuse Research Foundation (or copyright pending if work is not published yet)

Previously Published Material Submitted to the Foundation:

- The Principal Investigator of a project is responsible for delivering original work which he/she owns the copyright (then upon receipt the Foundation owns the copyright). The deliverables submitted to the Foundation cannot violate or infringe on any existing copyright.

- If a Principal Investigator would like to use items in the deliverables that the Principal Investigator does not hold the rights to, the Principal Investigator will be responsible for citing, crediting, and obtaining permission for such items. As the author of a work, the Principal Investigator is responsible for complying with copyright laws and laws of privacy and libel. The report will not be considered complete until all licenses and documentation for all works requiring permission have been supplied; therefore authors are encouraged to begin obtaining permissions as soon as possible. Appendix B describes what constitutes materials that need permission.

The project team understands and will abide by the Foundation’s copyright policy, as agreed to in the Funding Agreement.

Principal Investigator signature: ______________________________________________________
Date: __________
Principal Investigator signature indicates understanding of the entire research team, particularly authors of deliverables.
9. Intellectual Property. Intellectual property shall be determined in accordance with U.S. Intellectual Property Laws and the terms and conditions of this Agreement.

a. Foundation’s Copyright. The Foundation’s primary purpose in funding the Contractor is to further scientific and technological knowledge in the area of research covered by this Project. The Foundation will be the publisher for the Published Report, as defined in Exhibit A, for this Project and any other publishable deliverables specifically identified for this Project in Exhibit A. As the publisher, the Foundation shall retain the copyright to any Deliverables as identified in Exhibit A, and all drafts of those items. The Parties hereto intend that ownership of all Deliverables and copyrights arising out of or resulting from the Deliverables developed under this Agreement shall be exclusively vested in the Foundation (Article II, Paragraph D). In addition:

i. Contractor’s Limited License. The Foundation hereby grants the Contractor a limited, revocable, royalty-free, nonexclusive, license to: reproduce; distribute; prepare Derivative Works based upon the Foundation’s Copyright developed under this agreement; publicly display; use; and perform the Foundation’s Copyright exclusively for Educational Purposes as defined in Article II, Paragraph B above. Such license shall not extend to or include the use of the Foundation’s name, logo, or service or trademarks.

ii. Publications and Presentations Utilizing the Foundation’s Copyright. The Foundation encourages the Contractor to publish based on this Project and to utilize the Foundation’s Copyright exclusively for Educational Purposes as detailed in Article II, Paragraph B. Any publication of Foundation Intellectual Property must comply with the requirements of Article III, Paragraph 9a (1) and (2) above. The Contractor agrees to fully comply with the following steps prior to any such use, distribution, presentation, or publication:

1) Protection of the Foundation’s Copyright. The Contractor agrees and understands that it shall not sell, assign, transfer, compromise, dispose of or injure the Foundation’s rights to the Foundation’s Copyright, including, but not limited to, any computer software, by any presentation or publication of such property and shall take all steps necessary to preserve the integrity of the Foundation’s Copyright and protect such rights of the Foundation.

2) Disclaimer. Any and all publications and presentations utilizing the Foundation’s Copyright shall include the following disclaimer:

The comments and views detailed herein do not necessarily reflect the views of the WateReuse Research Foundation, its officers, directors, employees, affiliates, or agents.

3) Copyright Permission. In the event that the Contractor creates a manuscript or presentation for publication containing any amount of the Foundation’s Copyright and
is required by another publisher to assign its copyright ownership to that manuscript or presentation for publication, the Contractor shall immediately contact the Project Manager directly for further instruction and permission. Such permission will not be unreasonably withheld, conditioned, or delayed, but will require written authorization from the Foundation as well as an explicit acknowledgment and citation in the manuscript or presentation.

b. Contractor’s Intellectual Property. Contractor shall have the right to copyright, publish, disclose, disseminate, and use, in whole or in part, Subject Data and Information, as defined in Article II, Paragraph N, developed by Contractor under this Agreement. The Contractor agrees to make available to the public for public benefit, without license or fee, any scholarly articles which are published from or based in whole or in part on the Subject Data and Information.

i. Contractor agrees to cite, credit, and secure permission for any Intellectual Property outside of its ownership. It is the Contractor’s responsibility to request and secure any permission required for the use of material created by others, including images and text quotations. It may be necessary for the Contractor to request permission to reprint previously published work, even if revised. As the Author of a work, the Contractor is responsible for complying with copyright laws and laws of privacy and libel.

c. Inventorship. Inventorship shall be determined in accordance with U.S. Patent Laws. Contractor shall grant Foundation an unconditional, perpetual, non-exclusive, irrevocable, royalty-free, worldwide license to make use of Contractor inventions developed under this Agreement for internal, non-commercial research or Educational Purposes.

d. Assignment. To assure the Foundation’s ownership of the Foundation’s Copyright above, the Contractor hereby assigns all right, title and interest in and to any and all of the documents detailed in Exhibit A to the Foundation, including, but not limited to, the right to apply for registration of any copyright with the United States Copyright Office or similar official repositories world-wide. The Contractor shall execute whatever documents are required in order to comply with this Agreement including, but not limited to, assignments as necessary for any worldwide copyright protection, as well as Exhibit E, the Copyright Transfer Acknowledgement, that is to be included with all Deliverables as specified in Exhibit A.

e. Student Thesis. In the event a college or graduate student is employed by Contractor to work on the Project contemplated by this Agreement and that student completes a thesis, dissertation or report relating to this Project, solely for Educational Purposes, the student shall own the copyright in that thesis or report. In the event a portion of the Foundation’s Copyright is included in that thesis or report, the Foundation hereby grants the student a limited, revocable, nonexclusive license to utilize the Foundation’s Copyright for the specific thesis, dissertation, or report only, conditioned upon the inclusion of an appropriate
acknowledgement of the Foundation’s ownership of the Foundation’s Intellectual Property included within the thesis, dissertation or report.

f. Contractor’s Acknowledgment. Any public presentation or publication by the Contractor, including a student writing a thesis, dissertation, or report, based on the Project, shall include the following, or a similar, statement acknowledging the Foundation for providing financial and administrative support:

*The [Contractor] gratefully acknowledges the WateReuse Research Foundation’s financial, technical, and administrative assistance in funding and managing the project through which this information was discovered, developed, and presented.*

g. Subcontracts. The Contractor agrees to flow down and incorporate the binding provisions of Article III, Paragraph 9 (a) through (h) inclusive, into any subcontract entered into in connection with and related to this Agreement. All subcontracts shall include provisions acceptable to the Foundation and necessary to implement the provisions of Article III, Paragraph 9 (a) through (h) inclusive.
Appendix B

Material That Requires Permission

As a general guide, permission is more likely to be needed if the source material is short or the excerpt which you wish to use represents a significant portion of either of the work in which you found it or in which you intend to use it. Also, any material which constitutes or represents the heart or key elements of the source material, such that your use could possibly serve as a substitute for the original, will also require permission. More specifically, you should always secure permission for:

1. A single quotation or several shorter quotes from a full-length book, more than 300 words in total.

2. A single quotation of more than 50 words from a newspaper, magazine, or journal.

3. Artwork, photographs, or forms, whether or not from a published source. Sometimes more than one permission is required for a photograph, e.g., from the photographer and also from the creator of the underlying work shown in the photograph.

4. Charts, tables, graphs, and other representations where, inevitably, you are using the entire representation, since the copyrighted features are complete in themselves and inherent in the whole work.

5. Material which includes all or part of a poem or song lyric (even as little as one line), or the title of a song.

6. Computer representations, such as the depiction of results of research on computerized databases, the on-screen output of software, reproduction of web pages, and the capture of Internet or other online screen shots. (For small and insignificant portions, "fair use" may apply; see description below). Please note, however, that if a website invites or authorizes copying and there is nothing to indicate it contains material which is original to others and therefore would require permission from the original source, then you do not need to get permission.

7. Any third party software to be distributed as an electronic component with your report.

8. Use of materials from other WRFF publications, and from your own previously-published works

In addition to the above guidelines to obtain copyright permission, you are also responsible for securing all other required clearances, including permissions for the use of trademarks and releases from privacy claims. For example:
• A release may be required for photographs or reproductions of specific brand-name products and for use of trade names and logos. Contact the company.
• You may need releases for photographs of people, especially private citizens as opposed to public officials and public figures. This is particularly necessary if such material will be used on the cover or in part of the promotion of the work and does not specifically illustrate material in the text.

Material That Does Not Require Permission

The copyright law recognizes the value of the free flow of information in society and encourages authors to expand knowledge by building on the work of those who wrote before them. Copyright does not prevent the use of facts or ideas, but only the author’s expression which, as discussed below, is more than just the words or pictures. In addition, even when material is protected by copyright, there are situations where permission to reproduce is not required.

Fair use.

"Fair Use" is a legal term, so you should not assume it will permit your use of copyrighted material from other authors just because such use seems "fair" to you. Generally, a use will constitute "fair use" if minimal, commercially insignificant portions of an existing work are copied, quoted or paraphrased for purposes of comment, criticism, illustration or scholarship. In a commercial context, the doctrine of "fair use" is quite limited. If you are in doubt about whether your use of copyrighted material is a fair use, go ahead and request permission. Even if your use constitutes "fair use," and you do not have to obtain permission, you should give proper credit to the original source.

Interviews.

Generally, you can use material from an interview you conduct, including direct quotes, without securing a signed release if the circumstances and your notes clearly reveal that the source knew you were conducting an interview for possible publication and did not indicate an intent to restrict your use of the material. Otherwise, you should ask the interviewee to sign a release.

Facts, Information and Ideas.

Generally, you may use facts and information you obtain from another work. However, this does not permit you to use the author's original literary expression which includes, for example, more than just the words or the specific lines of a drawing. Copyright encompasses the format, organization, sequence and style of presentation as well as the sense or feeling of the original. When paraphrasing from another work, even if you do not have to request permission because you are paraphrasing a very limited portion of the source, always give credit to the original
source. You do not need to credit well-known concepts or theories or strictly factual information, however, as long as they are expressed in your own way.

Public Domain.

You do not need to obtain permission for materials that are in the "public domain." This includes all official U.S. government publications as well as materials for which the copyright has expired. The copyright expiration date is often difficult to determine. It is safe to assume that anything copyrighted in this century is still protected. Modern translations of older works are also protected, as are photographs and other portrayals of public domain images. Other materials may be in the public domain because they were published without a notice of copyright at a time when such notice was required to preserve copyright. Once again, this is hard to determine. Some material is intentionally and explicitly made available to copy or use, such as "clip art." Clip art includes standard line drawings that are available in books and on disks and are classified by subject area (sports, animals, etc.) specifically for free use in other publications.