

## **The Andrew W. Mellon Foundation Policy on Intellectual Property**

The Andrew W. Mellon Foundation supports scholarship and work in the humanities and the arts through grants to charitable institutions, including colleges and universities, performing arts organizations, museums, and libraries. In recent years, the Foundation has witnessed significant growth in the application of information technology in the humanistic and artistic fields that it supports. Many grant-funded projects now involve as a matter of course the creation of digital technology, software, online databases, or the digitization of new or existing works of authorship for educational and cultural purposes. Recognizing that innovations in technology and in the use of digital products often cannot be predicted, the types of projects that the Foundation funds have evolved, and will continue to evolve, with changes in the use of the digital medium as a tool for humanistic inquiry.

In providing support for such projects, the Foundation expects that grantees will use Mellon funds in ways that take into account not only the interests of particular institutions, but also broader objectives, including the long-term interests of the educational and cultural communities at large. Specifically, the Foundation aims to maximize the use and ensure the sustainability of technology, digitized content, and related intellectual property that are created with its funds. In addition, the Foundation seeks to encourage the sharing of resources and to avoid unnecessary duplication of effort and costs.

To advance these goals, the Foundation requires grantees to enter into an intellectual property agreement whenever a project involves the digitization of works of authorship, or the creation of digital technology, software, and/or digital databases. Under the terms of the agreement, a grantee:

- Represents and warrants that it will solely own all intellectual property created with grant funds, either as work made for hire or as a result of a contractual agreement;
- Represents and warrants that it has obtained the necessary licenses for third-party content and that the project will not infringe on third-party rights;
- Will make software available, wherever possible, according to the terms of an open source license and in open source repositories, and will publicize its creations;
- Provides the Foundation the right to review the pricing and distribution of any software services, content, and digital products developed with Foundation funds;
- Will maintain any software created for a number of years beyond the term of the grant; and
- Grants the Foundation a nonexclusive, royalty-free, worldwide, perpetual, irrevocable license to distribute any Foundation-funded software and/or digital products for scholarly and educational purposes, in the event the grantee cannot complete or sustain the project.

Except in cases where intellectual property is specifically created or commissioned at the direction of the Foundation, the Foundation generally does not expect to hold intellectual

property ownership rights in the projects it supports. The creators and providers of the software, digital products, and/or content will retain these rights.

The Foundation recognizes that different projects have different intellectual property features. However, the Foundation is committed to its intellectual property goals and to applying the terms of its agreements consistently among its grantees. Accordingly, early in the grant consideration process, program staff will notify a grantee whether a proposed project requires the execution of the Foundation's intellectual property agreement and will discuss those terms with the grantee. Prospective grantees and others who have questions about the Foundation's policy on intellectual property or about their agreement are encouraged to contact Michele S. Warman, the General Counsel and Secretary, or Rebecca Feit, the Assistant General Counsel, at 212-838-8400, and the relevant program officer.

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