

Intellectual Property Scenarios

Case Study Overview and Considerations



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General Overview



3 **case studies** that explore how IP considerations can shape partnership structures.

Each **scenario** highlights a different aspect of IP negotiations helping you think through potential **challenges** and **solutions**.

Case Study Overview

When organizations **collaborate to develop a bundled product**, combining their separate intellectual property can present complex legal and strategic challenges.



Overview of the Three Case Studies

1 Case Study	2 Case Study	3 Case Study
Scenario: Assumptions	Scenario: Assumptions	Scenario: Assumptions
Insights/considerations	Insights/considerations	Insights/considerations

How to Use this Resource

- Designed to **extend your understanding** of IP considerations.
- Initial **IP resources shared** in the 2/26 bi-weekly communication
 - Defining IP and the Type of IP
 - Scaling CBPL IP Checklist
- Use as **thought exercises**. As you go through each case, consider how the IP issues align with your own partnership discussions. Ask yourself:
 - How do these concepts apply to our current or future agreements?
 - What strategies can help us create fair and sustainable IP arrangements?
 - Where might we need additional legal guidance?

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These case studies are designed to provide educational insights.

They do not constitute legal advice.

Every partnership is unique, and we strongly recommend consulting with legal professionals to ensure your agreements align with your strategic goals and legal requirements.

RTI IP Team



Case Studies & Scenarios

Table of Contents

	Direct Link to Slides
	<u>Case Study: Ownership & Usage Rights</u> <ul style="list-style-type: none">• <u>Scenario 1</u>• <u>Scenario 2</u>• <u>Business Agreement Example</u>
	<u>Case Study: Data Usage Rights</u> <ul style="list-style-type: none">• <u>Scenario</u>• <u>Business Agreement Example</u>
	<u>Case Study: Partnership Discontinuation</u> <ul style="list-style-type: none">• <u>Scenario</u>• <u>Business Agreement Example</u>
	<u>Appendix</u>

1

Case Study: Ownership & Usage Rights



Ownership & Usage Rights: Context

Partnership Focus = Focused on a co-developed instructional framework

Context	Concern
<p>The publisher and the professional learning (PL) services provider collaborate to create a new instructional framework that integrates research-based instructional routines with professional development models.</p>	<p>Who owns the framework, what, if any, licensing terms are needed, and who determines the usage rights?</p>

Ownership & Usage Rights: Scenario 1

Partnership Focus = Focused on a co-developed instructional framework

Assumptions

PL Provider	Publisher
<ul style="list-style-type: none">● Only focused on providing in-person support locally / regionally● PLs are ok with publisher using their co-developed product in projects outside of PLs "region" without PL being involved● PLs is willing to accept royalties for the publisher to use the co-developed product without them	<ul style="list-style-type: none">● Wants to offer the co-development instructional framework to all of their markets

Ownership & Usage Rights: Business Agreement

When the **business agreement (BA)** was written, the following was established:

Ownership of the Framework

- Defined both parties' pre-existing IP (background IP).
- The parties agreed on joint ownership for the newly co-developed instructional framework (foreground IP) as well as for all derivative products.

License Terms

- Both parties are granted a non-exclusive license to the other party's background IP for use in the joint development and pursuit of opportunities.

Usage Rights

- The BA defined the opportunities the PL and publisher will jointly pursue. The non-exclusive license to the PL's background IP grants the publisher the right to market the co-developed instructional framework independently in return for royalties on net sales.

Ownership & Usage Rights: Scenario 2

Partnership Focus = Focused on a co-developed instructional framework

Assumptions

PL Provider	Publisher
<ul style="list-style-type: none">• Is only focused on providing in-person support locally / regionally• Does not want the publisher using the co-developed product without the PL being involved	<ul style="list-style-type: none">• Is okay with using the co-development instructional framework with only the PL's regional client base• Does not plan on developing derivative work without the PL

Ownership and Usage Rights: Business Agreement

When the **business agreement** was written, the following was established:

Ownership of the Framework

- The BA defined both parties' pre-existing IP (background IP).
- The parties agreed on joint ownership for the newly co-developed instructional framework (foreground IP) as well as for all derivative products.

License Terms

- In the BA, both parties are granted a non-exclusive license to the other party's background IP for use in the joint development and pursuit of opportunities.

Usage Rights

- The BA defined the opportunities the PL and publisher will jointly pursue and restricts use of any foreground IP or derivative works without an approval from each party.

2

Case Study: Data Usage Rights



Data Usage Rights: Context

Partnership Focus = Focused on a technology- enhanced product

Context	Concern
The partnership results in the development of AI-driven enhancement to the publisher product that integrates guidance from the PL services	How are the source code, algorithms, and data analytics models protected to prevent unauthorized replication, distribution, or competitive misuse? <i>How long are usage rights granted to the publisher to use the guidance from the PL services provider? Who has rights to derivative products?</i>

Data Usage Rights: Scenario

Partnership Focus = Focused on a technology- enhanced product

Assumptions

PL Provider	Publisher
<ul style="list-style-type: none">• Is primarily focused on providing in-person support locally / regionally• PLs are ok with publisher using their co-developed product in projects outside of PL's "region" without PL being involved• PL is willing to accept royalties for the publisher to use the co-developed product	<ul style="list-style-type: none">• Wants to offer AI tool in all of their markets• Needs data collected by the tool to be unencumbered for quality assurance purposes and further enhancement of the underlying AI model

Data Usage Rights: Business Agreement

When the **business agreement** was written, the following was established:

Ownership of AI Tool

- The tool was authored by the Publisher's engineering team as a work-for-hire. No joint ownership was established for the tool itself.

License Terms

- The Agreement established a revenue sharing model and reporting structure in exchange for PL guidance in developing the AI-enhanced platform. The model ensured revenue generated by derivative tools would be included.

Data Security

- The BA outlined ISO standards for software development and information security practices for all parties involved in the creation of the new offering in order to protect digital resources throughout the software lifecycle.

Data Sharing

- The BA outlined specific metrics of tool utilization to be collected by the Publisher
- The BA established a quarterly cadence and delivery mechanism for sharing with the PL



Case Study: Partnership Discontinuation



Partnership Discontinuation: Context

Partnership is discontinuing & partners are moving forward separately:

Context	Concern
<ul style="list-style-type: none">• The partnership integrates the PL org's proprietary training model, instructional strategies, and facilitation techniques into the publisher's offerings.• After bringing the new offering to market, the partners decide not to pursue further collaborative efforts	<ul style="list-style-type: none">• How do the partners protect their pre-existing IP and business know-how?• Who owns derivatives solutions that were developed under the partnership?

Partnership Discontinuation: Scenario

Partnership is discontinuing & partners are moving forward separately

Assumptions

PL Provider	Publisher
<ul style="list-style-type: none">Does not want either party to derive additional solutions based on the products of the partnership after the agreement concludes.	<ul style="list-style-type: none">Wants to ensure that products created through the partnership can continue to be offered after concluding the initial deployment

Partnership Discontinuation: Business Agreement

When the **business agreement** was written, the following was established:

Ownership of Offering

- The PL provider background IP was licensed to the publisher for the creation of a single derivative work, ensuring that both parties would need to agree on how to approach any additional derivative solutions in the future.

Usage Rights

- As a copyright owner of the new offering, the publisher is able to continue distributing the offering in perpetuity.

License Terms

- The royalties established in the Agreement ensure the PL provider is compensated for continued marketing of the offering by the publisher.

Appendix



IP Considerations

- Unless specified in an agreement: copyright to a derivative work is owned by the author or authors who create it. The right to create that derivative work rests with the holder of the original copyright on which the derivative is based.
- Unless specified in an agreement, all usage rights default to the owner of the copyrighted work
- Contribution of expertise or editorial guidance provided to an author producing a derivative work alone may not constitute authorship of the derivative work
- Therefore, ownership and usage rights of the derivative work should be specified in the business agreement to ensure the intentions of both parties are captured.

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