

EEF intellectual property policy: A guide for grantees and evaluators



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The EEF is committed to ensuring that the findings and products produced with our funding are accessible to schools, this includes being available at a price that the majority of schools can afford.

This document provides further information for recipients of EEF grants (“**Grantees**”) and persons who enter into an agreement with EEF to carry out an evaluation of a grant project and to produce a report on the grant project (“**Evaluators**” and an “**Evaluation Report**”), on the Intellectual Property clauses in our Grant Agreement and Evaluation Agreement. These clauses arise from the obligations under the EEF’s original funding agreement with the Department for Education (“**DfE**”).

If you have any questions, or would like more detailed guidance, contact your programme or evaluation manager.

Key points about intellectual property

1. EEF funding and Crown Copyright

It is a requirement of the EEF’s funding by the DfE that, if something has been developed in whole or in part using this funding, it is owned by the Crown under Crown copyright. Anything produced with EEF funding is therefore owned by the Crown under Crown copyright and re-use is covered by the Government Licensing Framework. All products of EEF funding should contain notices which direct users to the [Open Government Licence](#).

2. The publication of evaluation results

The Evaluation Report and related results are materials produced using EEF funding and, consequently, the copyright in them will vest in the Crown.

Grantees and Evaluators are free to pursue further publication in relation to grant projects and evaluation results following publication of the Evaluation Report and should read our Publication Policy to obtain more information on such publication.

3. Publicising and providing products to schools developed using EEF funding

EEF funding often results in the production of products, for example schemes of work and teacher training programmes.

The EEF is keen that products shown to have positive impacts can reach a large number of schools and we recognise that it will be hard to achieve this without charging schools to access them. Grantees may therefore charge schools for the provision of products developed using EEF funding, however the EEF expects any fee charged for the provision of such a product to be reasonable and set at a level that the majority of schools can afford.

4. Intellectual property that exists prior to the EEF funded project, or is developed after the project end

Any intellectual property right that exists prior to the EEF-funded project, or that is developed during the period of the project but outside the project arrangements, even if made available by the party that owns it for use in the project, will be retained by the party owning the right and will not be subject to Crown copyright.

As set out in paragraph 1, if something has been developed in whole or in part using EEF funding it is owned by the Crown under Crown copyright. However, if Grantees or Evaluators continue developing materials after the grant project ends such that these materials are

substantially different and should not be regarded as having been developed using EEF funding, then such materials will not be owned by Crown copyright.

5. The use of intellectual property by other organisations

In accordance with the principles of the Open Government Licence, material developed using the EEF grant is freely available for anyone to use. Therefore anyone, including bodies which have had no development input, should be able to take that material and use it for their own ends.

This does not stop the Grantee selling products, as outlined in paragraph 3 above, but equally another organisation could take the information and do the same. It should be remembered, however, that the Grantee has a significant advantage over other potential deliverers of a product, understanding the background and having the structures in place to deliver the necessary support. The Grantee will also have a time advantage, as the EEF and Grantees are not obliged to share any information with organisations, other than the DfE, prior to completion of the grant project.

6. Waiving moral rights in respect of any materials produced using the grant

The intellectual property clauses in the Grant Agreement and Evaluation Agreement require Evaluators and Grantees to waive their moral rights. This is required to allow the EEF and the Crown to use the work generated by the grant without issue. However, the Grant Agreement and Evaluation Agreement provide that the Evaluator is to be credited with the Evaluation Report and that due acknowledgement is given for any contribution made by the Grantee. This therefore protects the Evaluator's and Grantee's moral right to be identified as the author of the work, which we expect is the most important right to them.