

NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS

POLICIES ON INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS AND RELEASE OF DATA FOR EDUCATIONAL RESEARCH

The mission of the National Board for Professional Teaching Standards (NBPTS) is to establish high and rigorous standards for what accomplished teachers should know and be able to do, to develop and operate a national voluntary system to assess and certify teachers who meet these standards, and to advance related education reforms for the purpose of improving student learning in American schools. NBPTS takes seriously its mission and promise to provide an educational system in America that offers students meaningful learning experiences delivered by effective teachers.

In keeping with its vision NBPTS accepts the inherent responsibility to share its intellectual property with the education community and other interested parties. By sharing the fruits of its efforts, NBPTS recognizes that it can contribute to a richer and deeper knowledge base about accomplished teaching practice, which, in turn, can lead to a revitalized American education system where every child has access to a quality education.

This document is organized in the following manner. For each of the four policy areas, first a policy statement governing access to and use of NBPTS intellectual property is presented. Secondly, a brief explication of the policy follows. Third, the guidelines for policy implementation are outlined, including the general guidelines used to determine NBPTS' response to requests for use of NBPTS' intellectual property and the specific steps for submitting such requests.

I. Policy for Use of NBPTS-Developed and/or Copyrighted Materials

Policy

The National Board *Policy for Use of NBPTS-Developed and/or Copyrighted Materials* is to **allow access beyond fair use** to NBPTS products, materials and services, provided such access (a) safeguards the confidentiality of individuals and organizations participating in the National Board Certification process, (b) assures compliance with its various contracts, and (c) results in no financial loss to the National Board and, where appropriate, generates revenue for the NBPTS.

Explication

In keeping with this policy, the following conditions shall prevail:

- Fair use (as defined by existing and future guidelines from the U. S. Copyright Office) of NBPTS materials for noncommercial, educational purposes is allowed.
- Permission from NBPTS for any use beyond fair use is required
- Limits and fees for reprinting NBPTS materials for noncommercial, educational purposes beyond the fair use guidelines are predetermined and enforced.

- Limits and fees for reprinting NBPTS materials for commercial purposes are established and enforced.
- Some assessment materials are designated as confidential, including assessment center exercises and benchmark materials, and reprinting for any purpose is prohibited by anyone other than NBPTS or its agent.
- Appropriate credit and original copyright notice on all reprinted NBPTS materials is required.

General Guidelines

Federally Mandated Access

NBPTS receives funding from the Federal government to support its research and development programs. The Federal law which originally authorized NBPTS funding stated that “the Board will, upon request, disseminate to States, local education agencies, or other public educational entities the results of any research or research project produced with funds authorized by this Act, upon the payment of the cost of reproducing the appropriate material.” NBPTS interprets this to mean that any of these public education entities which request a copy of research reports (See *Access to Research Reports* in the Policy for Release of NBPTS Held Data for Educational Research), standards or assessments, except test secure material, must be provided a copy at a reasonable cost^{*}, but their use of these materials is not without restriction. They will be informed that the materials are provided for informational purposes only, but that NBPTS holds the copyright and that the standards or assessments may not be further reproduced, distributed or used for assessment purposes without the express written permission of NBPTS.

Permission Requests

Any use, whether in print or electronic format, beyond that specified in the fair use guidelines issued by the U.S. Copyright Office, must have explicit permission and/or licensing from the NBPTS or an agent appointed by the NBPTS, such as ERIC.

NBPTS will determine on a case-by-case basis whether to grant permission to reprint any copyrighted NBPTS products or publications. The following criteria will be used to determine whether to grant permission and whether to ask for a royalty:

- Does the request to reprint further NBPTS’ mission and goals?
- What is the intended use in reprinted form, i.e., primarily commercial or academic?
- Does the request lessen the financial burden of NBPTS?
- What compensation will the author/organization receive per copy for their work that includes NBPTS copyrighted material? What would be a fair compensation to NBPTS?

Generally, NBPTS does not grant permission to reprint the following NBPTS copyrighted material: assessment center exercises, benchmark performance books and selected assessor training materials. However, NBPTS may grant permission to reprint material and products produced by the National Board to promote and explain National Board Certification, for example, the *Candidate Guide to National Board Certification* and the *National Board Certification Q&A*.

^{*} NBPTS defines *reasonable cost* as the direct and indirect costs associated with reproducing and disseminating material, for example, the cost of paper and other supplies, staff time to print material, postage and handling costs.

All permission requests must be made prior to use. If a request is not covered in the NBPTS guidelines that follow and there is any question as to whether a particular use constitutes fair use, contact the NBPTS for additional information and guidance.

Credit and copyright notice

The use of copyrighted material, whether in print or electronic formats, whether by fair use or by permission of the copyright holder, implicitly carries a requirement for appropriate credit and original copyright notice, even if not explicitly required by the publisher. When permission is granted to reprint copyrighted NBPTS products or publications, the grantee will be instructed to use the following language: “*Reprinted with permission, ©National Board for Professional Teaching Standards, [copyright year]. All rights reserved.*”

Disclaimer

Permission to reprint NBPTS material does not constitute review or endorsement by NBPTS of any publication or other work, either in whole or in part, containing the copyrighted materials. NBPTS may require, at its sole discretion, that a disclaimer statement is printed on each copy of the publication or other work containing NBPTS copyrighted material.

Limits

In general, copying may not exceed three sections or chapters from a publication, or 25% of a complete publication whichever is less.

Exclusions

Permission does not automatically extend to graphic illustrations, photographs, cartoons, poems, or any items identified as reprinted by permission of other publishers and copyright holders. Such items must be excluded from any print or electronic reproduction of the material unless separate permissions are obtained. It will be the responsibility of the user to identify such materials and obtain the permissions; whenever possible, the NBPTS will assist in supplying addresses.

Procedural Requirements

Printed course packs

The reproduction of copyrighted materials in course packs is considered by the NBPTS to be a form of commercial use and is subject to a usage fee of \$.03 per page per copy. Such copying may not exceed three articles or chapters from any publication, or 25% of a complete product or publication, whichever is less.

Copies of individual articles and chapters (up to 100 copies) may be made by teachers or professors for direct distribution to students enrolled in a single course. Such copies are not subject to fees as long as they are distributed free of charges or at cost only, are not combined with other materials, and are not sold in book stores or copy shops.

Electronic course packs

Electronic course packs and on-line use of copyrighted works in campus computer networks (including libraries) are subject to the following one-time fees per article:

- Up to 100 students \$1.50 per page (flat rate)
- Single-campus network \$.03 per page X the number of terminals + \$100 base fee
- Intercampus network \$.03 per page X number of terminals + \$200 base fee

An annual site license for the unlimited electronic use of multiple NBPTS print publications may be obtained, but no more than 25% of a complete work may be made available in electronic format without special permission. Annual fees are as follows:

- Small school or campus network (up to 5,000 students) \$1000
- Midsize network (5,000-15,000 students) \$1500
- Large network (over 15,000 students) \$2000

Distance Learning

Materials reproduced for distance learning and correspondence courses are subject to the same restrictions and fees as course packs.

Reserve copies

Librarians may make up to six reserve photocopies of copyrighted articles or chapters or may scan them into an electronic reserve system without fees. However, if library patrons are allowed to download or print materials from electronic reserves, the usage fee is \$.03 per page per copy.

Commercial use

The use of substantial portions of copyrighted material by commercial publishers (anyone selling a product for more than direct production cost) is subject to a fee of \$20 per page (or part of a page) or \$100 per complete article or chapter, whichever is less. Such copying may not exceed three articles or chapters from any work, or 25 % of a complete work, whichever is less. A 25% discount on fees is available to nonprofit publishers.

Scholarly papers

Writers of papers, theses, dissertations, and other scholarly papers are permitted the use of limited excerpts from NBPTS publications without fees, with appropriate citations.

In-service programs, school-based curriculum documents, and public education

Individual pages, articles, or chapters may be reproduced for commercial workshops, seminars, and other in-service programs for a fee of \$.03 per page per copy. For in-service programs or workshops conducted as part of an official NBPTS or affiliated group meeting, handout copies for participants may be made with no fee. Individual articles or chapters may be reproduced (up to 500 copies) for distribution to teachers or parents in a school or district at no charge. Copies exceeding the 500 limit are subject to a fee of \$.03 per page per copy.

Reprinting in association newsletters, journals, etc.

Individual pages and articles may be reprinted with no fees in the newsletters and journals of NBPTS affiliated groups. Other groups may be required to pay a fee of \$.03 per page per copy for distribution over 500.

Out of print materials

Publications that are out of print are not necessarily in the public domain. NBPTS publications that are truly out of print may be reproduced without fees, but users must check with the NBPTS to verify copyright status and availability and all copies must include the original notice of copyright.

Authors' use

The NBPTS copyrights its publications and all articles therein. The authors of articles published in NBPTS publications retain rights to the use of their own work without fees. This includes reusing their materials in other print publications, but they must notify the NBPTS before doing so and must give the usual credit and copyright notification for the NBPTS publication where the material originally appeared. Authors may make multiple copies (reprints) of their own work without fees and without notifying the NBPTS; but they must give appropriate credit and copyright notification. The reuse of NBPTS copyrighted materials in electronic formats and multimedia products, even by the author of the material, may require a license.

Noncommercial translations

Individual articles and chapters may be translated and distributed on a nonprofit basis under the conditions and restrictions outlined above under "Printed course packs." The fee for nonprofit translation and distribution of a whole publication must be negotiated on the basis of the number of copies being made.

Commercial translations

Our fee for the translation and commercial publication (i.e., sold for more than direct production costs) of NBPTS articles and chapters is \$50 for nonexclusive rights. The fee may be waived for individual articles if the publisher is a nonprofit publisher. For rights to translate and publish an entire publication we require a fee of \$500. Each article, chapter, or book must carry a notice of the original copyright as well as the following permission statement: "Translated and reprinted with permission from [title of publication], copyright [year] by the National Board for Professional Teaching Standards. All rights reserved." A copy of the translated edition must be submitted to the NBPTS when published.

Videos

Single archive copies of videos may be made without fees or specific permission. Videos may be shown to audiences of any size, provided no admission is charged. They may also be broadcast without fees as part of a distance learning course, provided that network access is limited to the students enrolled in the course. For broadcasting on a public access network, the fee is \$200 per school term.

Software

Single archive copies of software may be made without fees or specific permission. Software may be installed on the computers in one lab or classroom, but additional copies must be

purchased for additional classrooms. All other uses require an annual site license, with fees as follows:

- Small school or campus network (up to 5,000 students) \$200
- Midsize network (5,000-15,000 students) \$250
- Large network (over 15,000 students) \$300

Multimedia products

NBPTS supports the guidelines developed by the Consortium of College and University Media Centers (CCUMC) for the fair use of copyrighted materials in multimedia projects. A copy of these guidelines may be obtained from the NBPTS or directly from CCUMC. Uses that exceed those guidelines must be referred to the permissions department on an individual basis.

Where to Send Requests

1. Requests must specify the intended use for the material. Requests to reprint NBPTS copyrighted materials must be submitted in writing or on the appropriate form to:

National Board for Professional Teaching Standards
Attn: Office of the Secretary
1525 Wilson Blvd., Suite 500
Arlington, VA 22209

2. NBPTS will respond in writing in a timely fashion to such requests. When granting either royalty-free or fee-based permission to reproduce NBPTS copyrighted material, NBPTS sends to the grantee a written letter of permission specifying the terms of the permission granted and requires the letter to be signed by certain grantee and returned to NBPTS as evidence of acceptance of and agreement with the terms of permission.
3. NBPTS may require, at its sole discretion, a file copy of any publication or other work containing NBPTS copyrighted material.

II. Policy for Use of NBCT and Veteran Candidate Assessment Performances

Policy

The National Board *Policy for Use of NBCT and Veteran Candidate Assessment Performances* is to **restrict use of actual candidate responses**, allowing use of these responses solely for nonprofit, education purposes and only by (1) NBCTs and veteran candidates who have personal copies of their individual performances, (2) qualified NBPTS staff and contractors who have obtained written permission from candidates prior to use, provided such use (a) safeguards the confidentiality of individuals and organizations participating in the National Board Certification process, including candidates' students, (b) honors the rights and protects the integrity of candidates' original work, including students' work and images, and (c) assures compliance with its various contracts.

Explication

In keeping with this policy, the following provisions shall prevail:

- NBPTS prohibits commercial use of actual responses submitted by candidates in compliance with the National Board Certification process.
- The National Board grants permission to all NBCTs and veteran candidates the right to use their personal copies of portfolio responses for nonprofit, educational purposes.
- NBCTs are required to obtain NBPTS' permission to use their personal copies of portfolio responses for any purpose other than nonprofit, educational use.
- NBCTs are prohibited from assigning the right-of-use of their personal copies of portfolio responses to another party other than qualified NBPTS staff or contractors.
- NBPTS staff and contractors are required to obtain written permission from NBCTs prior to using their portfolio responses for nonprofit, educational purposes, except for research and assessment purposes, which NBCTs assign to NBPTS at the time of application.
- Persons other than qualified NBPTS staff, and contractors and qualified researchers who have received written permission from the President or his designee, are not allowed access to or use of NBCT and veteran candidate responses.

General Guidelines

Access to Performance Assessment Data

NBPTS has established a Policy, General Guidelines and Procedural Requirements for Release of NBPTS Held Data for Educational Research. A copy of that policy may be obtained from NBPTS.

Use of Assessment Performances by NBCTs and Veteran Candidates

The NBPTS grants permission to NBCTs and veteran candidates who have a copy of their assessment performances the right to use their performances for nonprofit, educational purposes. Granting such permission to NBCTs and veteran candidates should not be construed in any way as review or endorsement by NBPTS for the nonprofit, educational purposes carried out by NBCTs or veteran candidates. Further, the NBCT may not in any way convey the message that he/she represents the National Board or is an agent of the Board.

Candidates must seek permission from NBPTS to use a performance for any purpose other than non-profit, educational use. The letter of request must specify the purpose and the time-period, during which the performance will be used, which may not exceed one year. NBPTS does not provide to NBCTs or veteran candidates a copy of their performance. Further, NBCTs and veteran candidates may not assign the right of use of their performance to another party other than qualified NBPTS staff or contractors.

Access to NBCT and Veteran Candidate Performances by NBPTS Staff or Contractor

Candidates who apply for NBC grant to NBPTS through the application process the right to use their performances for the purposes of research and assessment. The use of a performance for any other purpose by NBPTS staff is strictly prohibited without the candidate's prior consent. If a qualified member of the National Board staff or a qualified contractor wishes to use a candidate performance for nonprofit, educational purposes, the person must obtain the candidate's written permission prior to use. When a candidate grants permission for use of a performance, the staff member or contractor will make every effort to maintain the confidentiality of the candidate and protect the integrity of candidate's work, including students' work and images.

Access to NBCT and Veteran Candidate Assessment Performances by Persons other than Qualified NBPTS Staff and Contractors

NBPTS does not grant access to actual candidate assessment performances by persons other than qualified NBPTS Staff and Contractors with the exception of qualified researchers. See the NBPTS Policy on Release of NBPTS Data for Educational Research. In addition, NBCTs and veteran candidates may not assign the right of use of their performance to another party other than NBPTS staff or contractors.

Where to send requests

1. Letters of requests must state the intended use for the performance and the period of time during which the performance will be used, not to exceed one year. Requests from NBCTs or veteran candidates to use their assessment performances for purposes other than non-profit, educational use must be submitted in writing to the following address:

National Board for Professional Teaching Standards
Attention: Vice President, Assessment Operations
1525 Wilson Blvd., Suite 500
Arlington, VA 22209

2. NBPTS will respond in writing in a timely fashion to such requests indicating whether permission is granted or denied. When granting permission, NBPTS sends to the grantee a written letter of permission specifying the terms of the permission granted and requires the letter to be signed and returned by the grantee to NBPTS as evidence of acceptance of and agreement with the terms of permission.

III. Policy for Use of Trademarks Held by the National Board for Professional Teaching Standards

Policy

The National Board *Policy for Use of Trademarks Held by the National Board for Professional Teaching Standards* is to **allow use of its registered trademarks**, provided such use (a) is pre-approved by NBPTS, and (b) is consistent with NBPTS' instructions for proper use.

Explication

In keeping with this policy, the following conditions shall prevail:

- The organization's name (i.e., National Board for Professional Teaching Standards) and its corresponding logo are a registered trademark.
- National Board Certification, National Board Certified Teacher, *Portfolio*, *Teacher to Teacher* also are registered trademarks held by NBPTS.
- Permission to use NBPTS registered trademarks is required.
- NBPTS provides instructions to third party publishers about proper use of NBPTS trademarks and the requirement, if any, for use of a disclaimer so it is clear that the trademark belongs to NBPTS and that the publication is produced by a third party.

General Guidelines

NBPTS understands and takes seriously its responsibility as a trademark owner to protect the value and goodwill associated with its trademarks. When NBPTS grants permission to a third party to use a NBPTS registered trademark, NBPTS requires the third party to sign a license agreement. The license agreement sets forth both quality guidelines and language which gives NBPTS control over the nature and quality of the use of its trademark(s). The license agreement specifies the following provisions:

- NBPTS, as the licensor, has the right to review and approve in advance planned uses of the trademarks and the right to terminate the license for failure to meet the guidelines established in the license agreement
- The licensee agrees that the nature and quality of all goods sold by the licensee in connection with the trademark shall be of high quality and consistent with the quality control standards established by the licensor.
- The licensee agrees to cooperate with the licensor in facilitating the licensor's control of the nature and quality of all goods associated with its trademark(s), to permit reasonable inspection of licensee's operation, and to supply the licensor with specimens of all uses of the trademark upon request.
- The licensee agrees to use the trademark only in the form and manner and with appropriate legends as prescribed by the licensor, and not to use any other trademark or service mark in combination with the trademark without prior written approval of the licensor.
- Licensee may not sublicense assign or otherwise transfer its rights and obligations under the license agreement without the prior written consent of the licensor.
- The licensee may be required to use a disclaimer, provided by NBPTS, with respect to use of the trademark(s).

Where to Send Requests

1. Requests must specify the intended use of the trademark. Requests to use NBPTS trademarks must be submitted in writing or on the appropriate form to:

National Board for Professional Teaching Standards
Attn: Office of the Secretary
1525 Wilson Blvd., Suite 500
Arlington, VA 22209

2. NBPTS will respond in writing in a timely fashion to such requests. When NBPTS grants permission to use an NBPTS-owned trademark, NBPTS sends to the requestor a license agreement to be signed by the third party and returned to NBPTS as evidence of acceptance of and agreement with the terms of the license agreement.

IV. POLICY AND GUIDELINES FOR RELEASE OF NBPTS DATA FOR EDUCATIONAL RESEARCH

Consistent with its mission to advance teaching and learning in American schools, the National Board for Professional Teaching Standards (NBPTS) recognizes its responsibility to make data available to qualified individuals for purposes of research and analysis. At the same time, NBPTS also has a responsibility to take measures to protect the confidentiality of individuals and organizations participating in the National Board Certification process and to assure compliance with its various contractual agreements. The policy described herein specifies the procedural guidelines for access to NBPTS data for research purposes. NBPTS retains full discretion to deny any request for release of data, to the full extent permitted by law, if NBPTS believes the requestor may not comply with the provisions of this policy or for any other sound reason.

Data Release Policy and Guidelines

Access to Printed Research Reports through the National Board

A list of the reports and documents available at cost from the National Board may be obtained by writing to:

National Board for Professional Teaching Standards
Attn: Director of Research and Information
1525 Wilson Blvd., Suite 500
Arlington, VA 22209

Access to Psychometric Information and Related Data through the National Board

Two categories of psychometric information and related data are available at cost from the National Board.

1. Technical Analysis Reports and Annual Assessment Supplements

- The NBPTS Technical Analysis Report provides detailed information on the background and history of the National Board for Professional Teaching Standards; the assessment development process; the scoring system and assessor training procedures; the procedures for reaching certification decisions; and the psychometric procedures used to establish the technical measurement quality of the NBPTS assessments.
- The Annual Assessment Supplements provide detailed descriptive information for specific candidate cohorts, as well as psychometric information related to the validity, reliability, fairness, and decision consistency of the NBPTS assessments administered during the administration cycle.

2. Prepared Data Sets

- Prepared data sets will be provided using Microsoft Excel Workbook and will be compatible with the Windows 95/98/NT and Macintosh operating systems. Requests for data sets in formats other than Microsoft Excel will be considered on a case-by-case basis.

- Prepared data sets will provide basic demographic information and performance data at the individual exercise level.

In order to obtain NBPTS psychometric information and related data for research purposes, the requestor must:

- submit the request in writing;
- specify the specific data desired;
- agree to protect the confidentiality of individuals and, where appropriate, institutions (e.g., schools, school districts, states) about whom data are provided;
- agree to protect all NBPTS data by ensuring that the data are stored in a secure manner;
- agree not to share the data with any other individuals without express written consent of the National Board;
- when applicable, agree to reimburse NBPTS for all costs associated with any customized data assembly and/or formatting;
- when applicable, agree to provide NBPTS, before dissemination or publication, with a draft copy of any manuscript for the purpose of assuring that candidate and institutional confidentiality has been maintained; and agree to acknowledge in any reports or publications NBPTS as the source of the data and provide the following disclaimer:

“Some or all of the data used in the research described herein was provided by the National Board for Professional Teaching Standards. All conclusions stated in this report are those of the authors, and no endorsement by the National Board for Professional Teaching Standards should be implied.”

Access to Candidate Responses and Assessor Records through the National Board

Individual candidate responses to exercises and individual assessor records and notes are not available for dissemination. However, such information may be made available for examination on-site by special request. Individual candidate responses and assessor records and notes will not be reproduced.

Access to Printed Research Reports through Educational Resources Information Center (ERIC)

Selected NBPTS research reports and documents are also available through ERIC.

Additional Information

Protection of Candidate and Institutional Confidentiality. Persons using data provided by NBPTS are expected to protect the confidentiality of individuals and institutions participating in National Board Certification. NBPTS reserves the right to refuse to honor any requests where small sample sizes, data disaggregation, or other circumstances may compromise individual and institutional confidentiality.

Secure Storage. Persons using data provided by NBPTS are expected to ensure that all data are stored in a secure manner. NBPTS reserves the right to refuse to honor any requests where appropriate assurances cannot be provided by the researchers that all NBPTS data will be stored in a secure manner.

Primacy Rights. From time to time, NBPTS contracts with outside researchers for studies that require the collection and analysis of data other than that held by NBPTS in the course of its normal operations. In such cases, NBPTS recognizes the right of the contracted researcher to first use, analysis, and reporting of results, consistent with NBPTS policy.

Student Requests. Requests from student researchers must be accompanied by a statement from an appropriate faculty advisor attesting that suitable supervision will be provided to the student for the duration of the study.

Special Requests. Requests for on-site access to original source data (e.g., candidate responses, assessor records, etc.) will be handled on a case-by-case basis.