

**Language for State-funded Digital Content to Be Contributed to
The Kentucky Learning Depot
Draft (October 20, 2008)**

The grant recipient hereby agrees that in accepting funds for the development of digital content that it will adhere to the standards established by the Kentucky Learning Depot, including metadata (<http://kylearningdepot.org>). The developers of the digital content will be oriented by the Depot staff if needed.

The grant recipient further agrees that any and all digital content developed in conjunction with this grant, shall be made available free of charge through the Kentucky Learning Depot for the non-commercial use of the Kentucky P-20 education community. The Kentucky Learning Depot shall use all reasonable care to ensure that only members of the Kentucky P-20 education community have access to the content. Options to extend the use of this content free of charge to the SREB members and others are available if so chosen.

The Kentucky Learning Depot acknowledges that the grant recipient of the digital content retains ownership of and intellectual property rights in the content developed with the specific exception of the availability of this content to the Kentucky P-20 education community.

It is the intention of the Kentucky Learning Depot to make additional distribution arrangements available to a grant recipient, but the Kentucky Learning Depot at this time makes no guarantees or claims that such options will be available at a date certain.