Developer-Owned Software:
Form Agreements for Noncommercial Use of Software

Software developers often allow others to use or test their software without considering the possible loss of ownership or enforceability of intellectual property rights. Below are form documents for the following typical scenarios:

- The developer doesn't care about ownership, and is willing to allow use and redistribution for any purpose without acknowledgment of authorship.

- The developer wishes to retain ownership but wishes to provide users with broad rights to use and modify and redistribute the software for their own purposes, as long as it is not for commercial purposes.

- The developer is working on software which may have commercial value, but wants to allow others to test, without granting them rights to use for any other use, and without granting them rights to allow others to use.

Only for Developer-Owned Software. The forms below are provided as a convenience to ISU software developers for licensing of software owned by them. **ISU-owned software licenses must be approved and signed by an authorized ISU official. Please consult OIPTT at 515-294-4740.**

Use at Your Own Risk. ISU provides the forms with the understanding that developers use at their own risk. Developers who wish to assure software owned by them is safe from competing ownership claims should consult their own counsel. The University (including OIPTT and the Office of University Counsel) provides advice on protecting ISU intellectual property, but can provide only general guidance on IP owned by faculty, staff and students.

Licenses Only for Non-Commercial Use. No forms are provided for commercial use, as ISU does not provide advice about commercial use of privately owned software.

A Note about Licenses within the ISU Community. ISU's policy on [Copyright Ownership and Management of Software](#) provides that faculty, staff, student and student organization owners of software do not transfer ownership of their intellectual property simply by allowing another to use their software. While ISU policy attempts to protect your rights, a license agreement is the best way to assure that that the recipient of software understands and is bound to respect ownership rights.

FORM AGREEMENTS

1. **Placing software in the public domain.** Software developers who want to grant the broadest rights of use, whether commercial or non-commercial, without any right to control future use (including rights of attribution) can use the form entitled: "**No Claim of Copyright—Released into the Public Domain**."

2. **Non-Commercial Research and Educational Use (Open Source Equivalent).** It is typical for researchers at academic institutions to share software freely with colleagues for non-commercial purposes, while maintaining ownership and rights of attribution. While such licenses can have variations, the form "**Royalty-Free License for Research and Educational Purposes**" is a typical open source equivalent that grants a right of use, and allows the colleague to modify and to redistribute for non-commercial purposes, so long as such future use is allowed on the same basis. As an alternative, developers may wish to use a license provided by the Open Source Initiative (www.opensource.org/licenses).

   A Note about Open Source Software. Software that is open source is software code distributed by the owner under an open source license. It is not software placed in the public domain. Open source licenses are intended to permit the user the right to freely use the code and make modifications generally free of an obligation to pay royalties if the use is non-commercial.

   Various pre-drafted open source licenses are available for use. The most common can be found at opensource.org/licenses. The scope of the licenses ranges from a) requirements to re-publish the modified code under the same free-to-use license, including waivers of infringement to any patents that might exist to b) rights to use solely for non-commercial research purposes without a requirement to re-publish. Consequently, the owner must carefully choose the right license to meet the purpose of distribution.

   The GNU General Public Licenses (GNU GPL or GPL) are the most common licenses used. There are different versions of the GPL. There are a multitude of licenses available to address various rights granted to the user of the software. If you have problems finding the right license, contact OIPTT for assistance.

3. **Testing Only License.** Sometimes a developer wishes only to allow a colleague to test the software, without allowing further distribution or copying. The software may have future commercial value and the developer wants to avoid loss of control. This scenario calls for a limited license that restricts modification or re-distribution. In that case use the form: "Royalty-Free License for Testing."