

**Texas Education Agency's**  
**Open Education Resource Instructional Material License Agreement**

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this Texas Education Agency license (“License” or “Agreement”) to use the open education resource instructional material (“Licensed Material”)<sup>1</sup> in accordance with Chapter 31 of the Texas Education Code.

**Section 1 – Definitions.**

- a. **Commissioner:** Commissioner of the Texas Education Agency.
- b. **Licensed Material:** open education resource instructional material defined under Section 31.002 (1-a) of the Texas Education Code to mean teaching, learning, and research resources that reside in the public domain or have been released under an intellectual property license that allows for free use, reuse, modification, and sharing with others, including full courses, course materials, modules, textbooks, streaming videos, tests, software, and any other tools, materials, or techniques used to support access to knowledge. The term includes state-developed open education resource instructional material purchased under Subchapter B-1 of Chapter 31 of the Texas Education Code.
- c. **Licensed Rights:** the rights granted to You to use the Licensed Material subject to the terms and conditions of this License.
- d. **Licensor:** the Texas Education Agency granting rights under this License.
- e. **You:** the individual or entity exercising the Licensed Rights under this License. **Your** has a corresponding meaning.

**Section 2 – Scope.**

- a. **License grant.**
  - 1. Property of the State of Texas. You acknowledge that state-developed open education resource instructional material is the property of the State of Texas.
  - 2. Use. Subject to the terms and conditions of this License and the laws of the State of Texas, including but not limited to Chapter 31 of the Texas Education Code (particularly Section 31.075) and any subsequent statutory amendments or changes to the law, the Licensor hereby grants You a royalty-free license to exercise Licensed Rights to allow the free use, reuse, modification, or sharing of the Licensed Material by any person or entity.

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<sup>1</sup> Pursuant to Section 31.002 (1-a), “Open education resource instructional material” means teaching, learning, and research resources that reside in the public domain or have been released under an intellectual property license that allows for free use, reuse, modification, and sharing with others, including full courses, course materials, modules, textbooks, streaming videos, tests, software, and any other tools, materials, or techniques used to support access to knowledge. The term includes state-developed open education resource instructional material purchased under Subchapter B-1.

3. Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so.
4. Modifications. You must indicate if You have modified the Licensed Material.
5. No endorsement. You may not assert or imply that You are, or that Your use of the Licensed Materials is connected with or sponsored or endorsed by the Licensor or the State of Texas, unless authorized by the Commissioner.
6. Uniform resource identifier or hyperlink. You must provide in any product or derivative material a uniform resource identifier or hyperlink through which a person may obtain the material free of charge to the extent reasonably practicable.
7. Copyright notices. Unless requested otherwise by the Commissioner, you must keep all copyright notices for the Licensed Material intact.
8. Removing a copyright notice or attribution. Commissioner may request that You remove a copyright notice or attribution from the Licensed Material and that You must comply with the request to the extent reasonably practicable.

**Section 3 – License Conditions.** Your exercise of the Licensed Rights is expressly made subject to the following conditions.

**a. Attribution.**

1. Unless requested otherwise by the Commissioner, you must retain the following if it is supplied by the Licensor with the Licensed Material:
  - A. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor;
  - B. a copyright notice;
  - C. a notice that refers to this License;
  - D. a notice that refers to the disclaimer of warranties;
  - E. a URL or hyperlink to the Licensed Material;
2. You must indicate if You modified the Licensed Material and retain an indication of any previous modifications; and
3. You must indicate the Licensed Material is licensed under this License, and include the text of, or the URL or hyperlink to, this License.

**b. Disclaimer of Warranties.** THE LICENSED MATERIAL IS PROVIDED “AS IS,” WITH ALL FAULTS, DEFECTS AND ERRORS. LICENSOR DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE.

- c. No Damages.** LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE LICENSED MATERIAL.
- d. Indemnification.** You agree to defend, indemnify and hold Licensor harmless from all claims, losses, damages, complaints, causes of action or expenses, including attorneys' fees, arising out of or relating to Your business operations and the use of the Licensed Material.
- e. Governing Law.** The Agreement is governed by the law of Texas, excluding any conflicts of law's provisions that would otherwise cause the law of a different state to apply, and shall be automatically terminated in the event You fail to comply with the terms set forth herein or in Section 31.075 of the Texas Education Code. Exclusive jurisdiction and venue for any claim, cause of action or dispute arising out of or relating to this Agreement or use of the Licensed Material shall be in the state and/or federal courts located in Austin, Texas.
- f. Texas Attorney General.** The Texas Attorney General shall represent the Licensor in an action brought under Section 31.075 of the Texas Education Code and may recover reasonable expenses incurred in obtaining relief, including court costs, reasonable attorney's fees, investigative costs, witness fees, and deposition costs.
- g. Valid without signature.** This License is valid without Your signature. It becomes effective upon the earlier of Your agreement to these terms or Your use of the Licensed Material.

#### **Section 4 – Termination.**

- a. Termination.** The rights granted under this License to You are and shall be automatically terminated if You fail to comply with the terms of the License.

#### **Section 5 – Other Terms and Conditions**

- a.** The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed to by all parties in writing.
- b.** Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this License and shall have no binding effect on Licensor or the State of Texas.