

Bezos Family Foundation “MIND IN THE MAKING” MATERIALS TERMS OF USE

As distribution of the DVD set “Mind In The Making: Experiments In Children’s Learning,” as well as dissemination of Mind in the Making (MITM) training Modules, including Seven Essential Life Skills for Community Leaders, Seven Essential Life Skills for Health Care Professionals, and Seven Essential Life Skills for Museums and Libraries and Mind in the Making-Vroom videos have become more widespread, a number of questions have arisen concerning how these materials may be used by those who receive them. Bezos Family Foundation (BFF) therefore considers it important that the Terms of Use of these educational materials be understood and complied with by those receiving them, each of whom is being asked to sign and return a copy of this document. Please keep a copy of this document for your own records.

These educational Materials—the DVDS, Modules and videos—(referred to herein as the “Materials”) were created for use by recipients within the context of their internal educational and training activities, and not for release to the public. “Mind In The Making: The Seven Essential Skills Every Child Needs” is protected by copyright in the name of Ellen Galinsky; “Mind In The Making: Experiments In Children’s Learning” is protected by copyright in the name of BFF; “Seven Essential Life Skills for Community Leaders” and all other Mind In The Making Modules are protected by copyright in the name of BFF. Therefore, the use of these materials is subject to the following restrictions and instructions, which are set forth in response to questions that are frequently asked concerning them.

Q: May any of the videos contained in the Materials be exhibited by the recipients on a website open to the public?

A: No, they may not, as public distribution of the videos is exercised exclusively by Bezos Family Foundation. However, the videos may be exhibited on a recipient’s Intranet site if it is protected by a password and is available only to the members, employees and constituents of the recipient.

Q: May any of the Materials be edited, excerpted or changed in any way for use by the recipient?

A: No, the making of changes or the use of excerpts from the Materials may, in some cases, alter the content and conclusions of the Materials. In the case of the videos and the materials in the training materials and book, since they were approved in their current form by the researchers who were filmed, BFF is not authorized to permit changes, which are strictly prohibited by agreement with the filmed researchers.

¹Note that the Terms of Use does not cover non-training Mind in the Making materials (like Mind in the Making Library of Books and Tips Sheets and Prescriptions for Learning)

Q: May the order of the Seven Essential Skills Learning Modules be altered?

A: No, the Modules were designed to be sequential and changing the order of presentation or offering just a few of the Modules would reduce the fidelity of the intention for these learning materials.

Q: May any of the Materials be combined with other materials jointly in a project or be used or adapted in any manner as the basis for development of a new or revised product for distribution to third parties (such as developing materials for home visitors, health care professionals, principals, etc.)

A: No, as any such use would be in violation of the copyright of the Materials and can be done only by agreement with the copyright owners. Legally, this is called a “derivative work.” If any recipient wishes to undertake such a project, it may contact BFF to describe the project that it wishes to undertake and to request permission to do so. BFF shall consider but shall have no obligation to grant such permission, and if permission is granted it would, in any case, be subject to entering into an agreement requiring approval of the final product by BFF as to content, requiring branding or co-branding, and including appropriate financial terms.

Q: May the recipients make slides or power point presentations from the videos or from any other the Materials?

A: No, since these materials have been approved by the researchers, we are concerned that such use could potentially alter or contradict their content and conclusions.

Q: May the recipients sell the videos, make copies of the videos or any other elements of the Materials, or make printed versions of the soundtracks of all or any part of the videos?

A: No, all of the Materials are protected by copyright and may not be copied or sold in whole or in part in any form. See the response above concerning derivative works for further clarification.

Q: When the videos are used during a webinar, may there be streamed materials or screen shots taken from the videos?

A: No, this would involve excerpting and adapting material from the videos, which could result in changes or misunderstandings of the meaning of the particular videos used. Complete videos can be used in webinars for internal purposes, that is, on the recipient’s Intranet site if it is protected by a password and is available only to the members, employees or constituents of the recipient.

Q: May presentations by Ellen Galinsky or other BFF staff be broadcast on television or other media?

A: Permission is rarely granted but there have been exceptions as long as the materials can't be downloaded. For requests of this nature, please contact BFF, specifically Marline Griffith at mgriffith@bezosfamilyfoundation.org.

Q: May other persons within the organization or the constituency of the recipient use the Materials, including the videos?

A: Yes, so long as the Materials are used in the same restricted manner described herein, they may be used by others within or affiliated with the same organization.

Q: May the recipient permit downloading of the videos by those observing them on a protected website?

A: No, that would result in reproduction of the videos, which has not been authorized by the copyright owners.

By signing and returning a copy of this document the recipient agrees to comply with the restrictions listed above. However, in cases where a particular use is desired that appears possibly to violate the above restrictions but is consistent with the positions taken in the Materials, including a request to enter into an agreement as referred to in the third answer above, the recipient may contact BFF, and its request will be considered in good faith.

Accepted and Agreed To:

Bezos Family Foundation

Name _____

By _____

Signature _____

Date _____