Policy Name	Intellectual Property Policy
Policy Category	Academic
Policy Approved By	Board of Trustees
Responsible Division Head or VP	Senior Vice President for Academic Affairs
Responsible Department	Academic Affairs
Responsible AVP or Director	
Original Policy Date	2022
Last Known Revision Date	
Current Policy Effective Date	10/1/2022
Recommended Policy Review Date	6/1/2025
Policy Applies To	Entire Campus
Additional Authority/References	N/A

POLICY PURPOSE

This Policy sets forth the rights and obligations of Albright College and its Members with respect to all Intellectual Property. All Members are subject to the terms and conditions of this Policy. However, Albright College will from time-to-time enter into Separate Agreements that govern the use and ownership of Intellectual Property.

BACKGROUND

Albright College is dedicated to teaching and to the creation of knowledge, and endeavors to be an equitable, sustainable, inclusive learning community and a leader in advancing lives in our dynamic world. The College recognizes that creation of Intellectual Property by its Members will result from this goal. This Intellectual Property Policy was thus created to align with these guiding principles:

- to encourage the College's faculty members, non-faculty employees, and students to engage in creative and innovative work;
- to protect the Intellectual Property rights of the faculty members, non-faculty employees, students, and College in a manner that encourages the support of future creative and innovative work that serves Albright's mission;
- to promote collaboration between the faculty members, non-faculty employees, students, community, and supporting sponsors;
- to recognize the interests of the creators in their work; and
- to retain for Albright College and its learning communities reasonable access to, and use of, the Intellectual Property for whose creation the College has provided assistance.

This Policy applies to all persons employed by, and students of, the College, and students who participate in the College's educational and academic programs. All Intellectual Property rights

created by or with independent contractors in connection with work for or with Albright College shall be determined by the written contract between the College and the independent contractor that is developed before the work commences. *Typically, Albright College would own any Intellectual Property that is developed from contracted work*.

In addition, the College and its Members respect the Intellectual Property rights of others beyond our College community. Therefore, all persons (College faculty members, non-faculty employees, and students) reproducing, distributing, performing, displaying, creating, preparing, inventing, developing, preparing derivative works, and/or using Intellectual Property of others at, for, or with the College shall obtain all necessary and appropriate rights by permission, consent, assignment, or license before making any use of existing Intellectual Property. *If you have questions regarding whether or how you can use certain Intellectual Property, please consult with the Dean or Director of the Library*.

DEFINITIONS

TERM	DEFINITION
Administrative Materials	Works created by Members through activities or obligations relating to the operation and management of the College or service to the College. Administrative Materials specifically excludes Scholarship Materials and Instructional Materials. Administrative Materials typically includes, but is not limited to, internet or intranet websites, department, institution, or committee reports and meeting minutes, evaluation materials, institutional survey responses, institutional self-studies, curricula, course descriptions, course proposals, departmental assessment tools, standards and criteria documents, faculty handbook and bylaws materials, institutional policies, institutional grant proposals or reports, promotional, marketing, recruiting materials, college logo, athletics logo, seal and sub-brands, computer code written to serve institutional needs, language translation of the above materials, and other materials created for the non-academic operation of the College.
College	Albright College
College-owned Intellectual Property	All Intellectual Property other than Member-Owned Intellectual Property.
Commissioned Materials	Original work created by a Member as content for courses, instruction, or programs using any form of media, including, without limitation, course titles and course syllabi, course reading lists, course materials, handouts, problems and examples, course presentation materials, Course Recordings, course tests and examinations, musical compositions or creative work, where such original work was expressly commissioned by Albright College, including, without limitation, online courses. For example, Commissioned Materials might be the output resulting from a College-commissioned special assignment to write a history of Albright College. Commissioned Materials also include any course or academic materials developed by a Member and for which the Member was paid a stipend beyond their annual salary to develop that Material. Materials created during the teaching of an overload do not count as Commissioned Materials, regardless of stipend paid.
Consulting Agreement	Agreements with external third parties (e.g., corporations, businesses, government agencies, foundations, etc.) entered into by Members (e.g.

	faculty Members consulting during their summer months). Members entering into a Consulting Agreement must ensure that their agreements do not conflict with any applicable Albright policies, including, but not limited to, employment agreements, policies in the Faculty and Employee Handbooks, and this Intellectual Property Policy.
Course Recordings	Any recording of a course as presented to students, whether video, audio, or both, made by the College or a Member for the benefit of students.
Copyright	The protection provided by the laws of the United States for original Works of authorship, including literary, technical, dramatic, musical, architectural, cartographic, choreographic, pantomimic, pictorial, graphic, sculptural, audiovisual, artistic, computer code and other creative Works fixed in a tangible medium of expression.
Data	All information recorded in connection with the design, conduct or reporting of research and the events and processes leading to the results of such research, regardless of the form or the media in which they may be recorded. Data includes both intangible data (e.g., statistics, findings, and conclusions) and tangible data (e.g., notebooks, printouts, electronic files and data).
Instructional Materials	An original work created by a Member as content for courses, instruction, or programs using any form of media, including, without limitation, course titles and course syllabi, course reading lists, course materials, handouts, problems and examples, course presentation materials (including audio and/or video recordings made by a Member for use as course content), Course Recordings, and course tests and examinations, but in each case excluding Commissioned Materials.
Intellectual Property	Collective term identifying any software, research, article, study, photograph, painting, literary work, musical work, theatrical work, or other artwork, invention, formula, process, discovery, development, design, innovation or improvement (whether or not patentable under US patent law or registrable under copyright statutes) made, conceived, developed or first actually reduced to practice by a Member solely or jointly with others (see Joint Work), during the period in which the Member is (i) employed by Albright College, (ii) enrolled as a student or participating in the academic programs at Albright College or (iii) engaged by Albright College to provide any services as an independent contractor that may be subject to protection under United States Copyright, Trademark, and/or Patent laws.
J**oint Work**	A Joint Work is a work prepared by two or more individuals, groups, or organizations, with the intention that their separate contributions be merged into a single work. A person who has merely contributed ideas without actually documenting those ideas generally cannot be considered an author for purposes of U.S. copyright law. A Joint Work is one in which each joint author has the right to exercise any or all of the exclusive rights inherent in the Joint Work. Each author may do the following, within the provisions of this policy: • Grant third parties permission to use the Work on a nonexclusive basis without the consent of other joint authors • Transfer their entire ownership interest to another person without the other joint authors' consent

	• Update the Work for their own purpose
Marks	Any trademark, service mark or other distinguishing mark that serves as a source identifier, such as the College logo, athletics logo, seal, and associated sub-brands.
Materials	Administrative, Instructional, Commissioned or Scholarship Materials comprise the class called Materials.
Member	A member of the Albright College community, including all College faculty and College non-faculty employees, as well as students registered for the educational or academic programs of Albright College.
Member-owned Intellectual Property	Intellectual property that is owned by a Member who made, conceived, developed or first reduced to practice the Intellectual Property. Member-owned Intellectual Property includes the results of Scholarship Materials and Instructional Materials and explicitly excludes Administrative Materials and Commissioned Materials. Member-owned Intellectual Property includes any College-Owned Intellectual Property the ownership rights of which Albright College has agreed in writing to release in a Separate Agreement. Member-owned Intellectual Property also includes Intellectual Property that a non-faculty or non-student employee of Albright College develops on their own time, without using the funds, equipment, supplies, facilities or trade secret information of Albright College, unless such invention relates at the time of conception or reduction to practice to: (i) the business of Albright College, (ii) the actual or demonstrably anticipated research or development of Albright College or (iii) any work performed by the employee for Albright College.
Net Revenue	Revenue received by Albright College from the commercialization of the College-Owned Intellectual Property, less all costs and expenses incurred by Albright College in connection with the College-Owned Intellectual Property, including, without limitation, legal fees, filing fees, licensing agent fees, consultant fees, accountant fees, copyright fees, patent fees, trademark costs, as well as amortization of such costs, and out-of-pocket expenses.
Patent	The exclusive rights granted by the United States government to an inventor to manufacture, use, or sell an invention for a certain number of years.
Patentable Invention	A new, non-obvious, and useful process, machine, manufacture or composition of matter, or any new and useful improvement thereof, ornamental designs, and new varieties of asexually produced plants that may be subject to protection under Patent law.
Scholarship Materials	Works created by Members that are the result of scholarship or research created in connection with their employment by or enrollment in the College. Scholarship Materials typically includes, but is not limited to, research articles, literary works, scholarly publications, journal articles, inventions, creative books, data compilations, textbooks, theses, dissertations, blog posts, plays, stories, poems, musical works, theatrical works, choreography works, digital video (including digital video for psychology experiments), films, paintings, sculptures, and other works of art. Scholarship Materials expressly includes Works created by Students through curricular, co-curricular, and extra-curricular activities and expressly excludes Administrative Materials, Instructional Materials, and Commissioned Materials.

Separate Agreement	An agreement, grant or other document that (i) contains terms and conditions governing the use and ownership of Intellectual Property and (ii) is binding upon Albright College. In order for a Separate Agreement between Albright College and a Member to be binding on Albright College, the Separate Agreement must be signed by the President or their explicitly delegated designee.
Substantial Resources	Resources of a degree or nature not routinely made available to all or most tenure track or non-tenure track faculty, non-faculty employee, or students. For example, ordinary use of computers or library resources or use of a departmental lab space or classroom space does not count as Substantial Resources. In addition, funding such as summer fellowships, ACRE fellowships, sabbatical support or Albright Faculty Development Grants that are available to most faculty Members would not be considered use of substantial resources. However, providing a faculty Member with his or her own dedicated lab space or extended IT support from a staff Member would be considered use of Substantial Resources.
Trademark	A word, phrase, symbol, or design or a combination thereof that identifies and distinguishes the source of goods or services of one party from those of others, regardless of whether it is registered with the United States Patent and Trademark Office.
Works	Original works of authorship, including literary, dramatic, musical, architectural, cartographic, choreographic, pantomimic, pictorial, graphic, sculptural, audiovisual, artistic, and other creative works, fixed in a tangible medium of expression, subject to Copyright laws.

POLICY TEXT

1. APPLICABILITY OF THE POLICY

This Policy sets forth the rights and obligations of Albright College and its Members with respect to all Intellectual Property, including all Intellectual Property created prior to the creation of this Policy. All Members are subject to the terms and conditions of this policy. However, Albright College will from time-to-time enter into Separate Agreements which govern the use and ownership of Intellectual Property. In such cases, if any term or condition of any Separate Agreement conflicts or is inconsistent with any term or condition of this Policy, then the conflicting or inconsistent term contained in the Separate Agreement shall govern and control.

2. OWNERSHIP RIGHTS OF ALBRIGHT COLLEGE

Albright College shall be the sole and exclusive owner of all right, title and interest in and to all College-Owned Intellectual Property, and no Member shall have any right, title or interest in or to any College-Owned Intellectual Property. As owner, Albright College shall have sole authority to exercise all rights available with respect to any College-Owned Intellectual Property, including, without limitation, negotiating and entering into agreements for the sale or license of the College-Owned Intellectual Property and obtaining copyright, trademark or patent protection for the College-Owned Intellectual Property.

In the exercise of its rights, Albright College will evaluate costs as a determining factor in exercising its rights. Typically, the College would bear all costs for protection of College-owned Intellectual Property, which would include, but are not limited to, out-of-pocket expenses of the College related to the protection and commercialization of and attributable to a specific Intellectual

Property, including (i) costs of securing, maintaining and enforcing intellectual property protection such as legal fees, including patenting and litigation expenses; (ii) costs of activities undertaken at the College's direction to enhance the commercial value of the Intellectual Property, for example, prototype build, proof-of-concept studies, or other technology development; (iii) marketing and licensing costs; and (iv) expenses related to initiating startup companies, for example, incorporation or the recruitment of management team members.

No Member shall sign any agreement which purports to abrogate any of Albright College's rights and interests as stated in this Policy or as provided in any Separate Agreement, unless such agreement is approved by the President and the Albright College Board of Trustees.

3. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

A. COLLEGE-OWNED COPYRIGHT

The College owns the Copyright in Administrative Materials and Commissioned Materials no matter who created them. Should a Member wish to use Works or materials obtained from an open source or creative commons program to create Administrative or Commissioned Materials, the person engaging in such activity must obtain the approval of the Director or Dean of the Library, or their designee, who is responsible for determining whether such use complies with the license and/or terms governing such Works and also complies with the expected use of the Administrative or Commissioned Materials. Should a Member wish to distribute those Administrative or Commissioned Materials under an open source or creative commons program, the Member should seek approval of their immediate supervisor or department chair, who may consult the Director or Dean of the Library, or their designee. The rights created by such activity shall be governed initially by the license and terms regarding use of the Works in the Administrative or Commissioned Materials and secondarily by terms of this Policy.

The College hereby grants faculty Members, non-faculty employee Members, and student Members a nonexclusive, perpetual, irrevocable, royalty-free license to use, display, copy, and distribute Administrative Materials that the person created in a non-commercial manner for the limited purpose of including such Works in a personal portfolio or future scholarly activity. This license does not include Works that are institutionally sensitive and have been labeled "Confidential" or "Not for Distribution."

When a faculty member is paid a stipend to develop an online course or a remote learning course and a faculty member signs the College's Online Course Development Agreement (example provided in Appendix A), that agreement counts as a Separate Agreement. Course material developed through that Agreement is Commissioned Material by definition. However, because of faculty agency in producing the course, Albright College does not exclusively own the copyright and/or other intellectual property of the Commissioned Material developed under such course development agreement. In the exclusive case of development of an asynchronous online course, Albright College and the faculty member own the work's copyright and any intellectual property jointly and equally and each has the right to exercise the exclusive rights inherent in the Joint Work. However, neither Albright College nor the faculty member will commercialize such online materials without the other's written consent. While employed at Albright College and while they are in a position to actively teach the course, the Faculty Developer/Course Designer will be offered the right of first refusal to teach their content for a given course. As with traditional face-to-face classroom courses, it is expected that faculty members who would teach such online course, using material developed by another faculty member as Commissioned Material, would put their own effort and experience to the course, bringing insights from their own research and experiences, and creating their own material that personalizes the experience for both the teaching faculty member and the student.

B. MEMBER-OWNED COPYRIGHT

The Member who created Scholarship Materials and Instructional Materials owns the Copyright to such Materials. In support of the College's educational mission and to enable the College to complete educational courses in the event that Members are unable to do so, the Members hereby grant the College a non-exclusive, irrevocable, royalty-free license to use, display, copy, distribute, and create derivative works of Instructional Materials to the extent necessary to complete an in-process or unfinished course. This exception applies in the limited circumstance where the Member becomes unable or unwilling for any reason (e.g., death, illness, incapacity, termination/separation, etc.) to complete a course. This license expires when the course is complete. The Member who created the Instructional Materials may choose to extend this license and share their Materials, at their discretion.

Should a faculty Member, non-faculty employee Member or student Member wish to use Works or Materials obtained from an open source or creative commons program to create Scholarship or Instructional Materials, the person engaging in such activity is responsible for determining whether the activity complies with the license and/or terms governing those Works. The rights created by such activity shall be governed initially by the license and terms regarding use of the Works and secondarily by the terms of this Policy.

Members hereby grant to the College a non-exclusive, perpetual, irrevocable, royalty-free license to use, display, copy, distribute, and create derivative works of Scholarship Materials and Instructional Materials for the limited purposes of advertising, marketing, promoting the College, College accreditation, and of assessment of faculty scholarship and teaching and learning at the time of review.

If a student Member creates Works as part of a class assignment and they are the sole creator of such Works, then the student Member shall own the Intellectual Property (and the Copyright, if applicable) for the Works which they created.

In certain classes, student Members utilize, build on, and create derivatives of Works created by student Members in prior classes. The faculty Member who developed the academic course or program in which the Material is created owns the Copyright to such course-created Works and to the collective Work as a whole. As a requirement of the student Member's participation in such classes, each student Member will be required to assign all rights, including Copyrights, in Works created in such classes to the Faculty Member, which will enable the Works to be used freely by Students in future classes. Sample Copyright Assignment is attached as Appendix B. In addition, the Student creator will need to sign a FERPA Release to receive attribution credit for such Work. (*Note: Subject to certain exceptions, FERPA prohibits the College from disclosing personally identifiable information ("PII") from a Student's education records without obtaining the Student' written consent. Under FERPA, education records are Materials directly related to a Student Member created as part of coursework and maintained by the College. Education records can include written papers, works of art, photographs, and similar items.)*

If a student Member assists a faculty Member in creating any Works which can be or are Copyrighted, then the faculty Member shall have all rights with respect to such Copyright. A faculty Member and student Member may agree to share rights in the Copyright; however, that intent must be communicated in writing as a letter of intent to the Provost prior to completion of the project that creates the Copyright.

If a student Member is the sole creator of the Works, with the faculty Member providing guidance, then the student Member shall have all rights with respect to such Copyright. However, the student Member may agree to share rights to Copyright with the faculty Member. This assignment must be done in writing as a letter of intent to the Provost prior to the completion of the project which creates the Works.

Student Members working collaboratively with faculty or other employee Members on projects that result in informational copyrightable work shall be granted the same rights and obligations of copyright ownership as would another academic employee working collaboratively on the project. Members are encouraged to establish these rights at the outset of their collaboration.

Works created by student Members are additionally subject to the following rules:

a. The College makes no claim to Copyright or Intellectual Property ownership of Works created by student Members working on their own, i.e. not within the scope of an employment relationship with the College or with one of its employees, and not making use of Substantial Resources of College.
b. Student Members who are hired to perform "specific tasks" that contribute to Works that are copyrightable will ordinarily have no rights to ownership of that Work, regardless of the source of funds from which they are paid. In such cases, the party who owns the Copyright of the rest of the Work will ordinarily retain copyright ownership of the portion contributed by the student Member.

From time to time, the College and/or its Members may enter into Consulting Agreements regarding the creation and Copyright ownership of specific Works. Intellectual Property created by Members who enter into Consulting Agreements with external entities (without making essential use of Albright funds, resources or facilities) is presumed retained by the external entity or Member as specified by terms of the Consulting Agreement. No such Consulting Agreement regarding the creation and/or ownership of specific Works shall be effective without advance written approval by the Provost.

C. INTELLECTUAL PROPERTY AND PATENTABLE INVENTIONS

This Section 3.C. only covers Intellectual Property resulting from Materials that may be an invention or may be patentable. Copyright policy is covered in sections 3.A. and 3.B.

All right, title and interest in and to all Member-Owned Intellectual Property shall be solely and exclusively owned by the Member who made, conceived, developed or first reduced to practice the Member-Owned Intellectual Property, with the following exceptions, in which case the Intellectual Property is College-owned:

a. Intellectual Property or a Patentable Invention that reasonably could (or potentially could) be used for a commercial purpose, or
b. Intellectual Property that is created using Substantial Resources of Albright College.

Albright College shall have a worldwide, non-exclusive, perpetual and royalty-free license to use all Member-Owned Intellectual Property for internal instructional, educational, marketing, and administrative purposes, including, without limitation, for satisfying requests of such materials as may be required or requested by accrediting agencies.

If, in the course of a Member's employment at Albright, an Albright Member Joint Work, e.g. jointly develops a Patentable Invention that reasonably could (or potentially could) be used for a commercial purpose, or jointly develops Intellectual Property with personnel at another academic institution while using Substantial Resources of Albright College, then Albright College shall negotiate an agreement with the other institution(s) which shall govern the ownership of the Intellectual Property as between it and the other institution(s).

If a student Member assists a faculty Member in creating any Member-Owned Intellectual Property, then the faculty Member shall have all rights with respect to such Member-Owned Intellectual Property. A faculty Member and student Member may agree to share rights in the Intellectual Property; however, the specific division must be communicated in writing as a letter of intent to the Provost prior to completion of the project that creates the Intellectual Property.

If a student Member is the sole creator of the Intellectual Property, with the faculty Member providing guidance, then the student Member shall have all rights with respect to such Intellectual Property. However, the student Member may agree to share rights to the Intellectual Property with the faculty Member. This assignment must be done in writing as a letter of intent to the Provost prior to the completion of the project which creates the Works..

Intellectual Property created by Student Members are additionally subject to the following rules:

a. The College makes no claim to Intellectual Property ownership of Materials created by student Members working on their own, i.e. not within the scope of an employment relationship with the College or with one of its employees, and not making Substantial Resources of College.
b. Student Members working on a project governed by a contract or agreement to which the College is a party shall be bound by the terms of that contract or agreement.
c. Student Members who are hired to perform "specific tasks" that contribute to Materials that produce Intellectual Property will ordinarily have no rights to ownership of that Intellectual Property, regardless of the source of funds from which they are paid. In such cases, the party who owns the Intellectual Property of the rest of the Materials will ordinarily retain ownership of the portion contributed by the student Member.

4. DISCLOSURE OF COLLEGE-OWNED INTELLECTUAL PROPERTY

When a Member makes, conceives, develops or reduces to practice Materials that would or could be defined as College-Owned Intellectual Property, the Member shall:

a. promptly file a report with the Provost on the form designated by the Provost (example disclosure form provided in Appendix C), and
b. provide such other information and cooperation regarding the College-Owned Intellectual Property as is requested by the Provost, and
c. if requested by the Provost, execute and deliver such agreements, forms and documents as are necessary to fully transfer and assign to Albright College all right, title and interest in the College-Owned Intellectual Property or to assign to student Members all right, title, and interest in the Intellectual Property.

Without the submission of the disclosure form (Appendix C) and prior written approval of the Provost, no Member shall disclose any Intellectual Property, whether College-Owned or not, to any person or entity, including, without limitation, publishing, marketing, or communicating any College-Owned Intellectual Property or any summaries, conclusions or findings related thereto.

In the event that Albright College is a party to a "funding agreement" that confers on the College federal funds and these funds lead to the creation of any "invention" as defined by the Bayh-Doyle Act at 35 U.S.C. § 201(d), Albright College is obligated by federal regulations to promptly report this "invention" to the appropriate federal agency within two months after the Member discloses it to the College. The Member shall cooperate with the College in meeting any of the reporting or other obligations that the College is obligated to follow under the Bayh-Doyle Act.

5. REVENUE SHARING

Albright College will share the Net Revenue it receives from commercialization or sale of Member-created and College-Owned Intellectual Property as follows:

Net Revenue	Member	Member's School/Department	Office of Provost	Albright College
First $10,000	100%	0%	0%	0%
Over $10,000	40%	10%	15%	35%

This Section is subject to the following conditions:

a. "School" would mean Albright College School of Professional Studies or Albright College Program of Pre-College and Summer Programs (including Science Research Institute). "Department" would mean either the administrative division (e.g. Student Life) or the academic department in the residential college in which the Member has their appointment or in which the research was conducted (e.g., Chemistry).
b. If a Member plays a role in academics and is not associated with a department or school, then the Net Revenue share that otherwise would have been distributed to a department will be distributed to the Provost.
c. The departmental share may be used for faculty Member, staff Member, or student Member professional development, equipment purchases, research and instructional activities. Purposes beyond this list must be approved in writing by the Provost. The departmental share may not be used to create or support faculty positions.
d. If multiple Members create College-Owned Intellectual Property, then the Members will split the Member's share of the Net Revenue equally, unless they agree in writing (submitted to the Provost at the time of disclosure) to a different fractional distribution of each Member's share of any Net Revenue. If the distribution is not split evenly, the Members shall submit to the Provost a written and signed agreement, in form and substance acceptable to Albright College, specifying the fractional distribution of their share of royalties. The Member's share will continue even if they leave Albright College, providing that such Member continues to communicate their contact information to the College.
e. Members may arrange for their personal share to be retained by Albright College (e.g., to support the Member's department or professional development or research). Such arrangement must be communicated in writing to and signed by the Provost.

6. REQUEST FOR ALBRIGHT COLLEGE TO RELEASE ITS OWNERSHIP RIGHTS

At any time after a Member has disclosed an item of College-Owned Intellectual Property in accordance with Section 4 above, the Member may file a written request with the Provost requesting that Albright College release its ownership rights in the College-Owned Intellectual Property. Provided the Member provides the Provost with all requested information and cooperation, in a timely fashion, the Provost will notify the Member in writing within 90 days after receipt of the release request of the College's decision whether to release Albright College's ownership rights in the College-Owned Intellectual Property. The Provost will confer with the President in making this decision. If the Provost does not notify the Member of their decision within such 90-day period, then the College shall be deemed to have agreed to the Member's request for Albright College to release the College-Owned Intellectual Property. If College-owned Intellectual Property rights are released, then:

a. the President must execute a document agreeing to such release and
b. the Member must execute a document, in form and substance acceptable to Albright College, whereby the Member agrees to pay Albright College twenty percent (20%) of all revenues and other monetary or financial consideration resulting from the released College-Owned Intellectual Property.

Upon release of College-owned Intellectual Property rights, the College no longer bears any costs for protection of the Intellectual Property, which would include, but are not limited to, out-of-pocket expenses of the College related to the protection and/or commercialization of and attributable to a specific Intellectual Property.

7. ADMINISTRATION OF THE POLICY

The administration of this Policy shall reside exclusively with the Provost and President. In regard to Intellectual Property, the Provost's responsibilities will include:

a. Reviewing intellectual property issues affecting Albright College, including periodic review of this Policy;
b. Evaluating the patentability and commercial or other value of submitted College-Owned Intellectual Property;
c. Determining a course of action for legally protecting and commercializing submitted College-Owned Intellectual Property; and
d. Ensuring that all sales and licensing of College-Owned Intellectual Property are implemented to bring the College-Owned Intellectual Property to the public while securing financial reward for Albright College and its Members.

The Provost will confer on all aspects of these responsibilities. Albright College's legal counsel shall be consulted on all legal matters pertaining to this Policy.

8. DISPUTE PROCEDURE

If a dispute exists as to whether Intellectual Property is Member-Owned Intellectual Property or College-Owned Intellectual Property, then an ad-hoc committee shall be formed (the "Dispute Committee"). The Dispute Committee shall consist of:

a. two persons designated by the President, and
b. two persons designated by the Faculty Chair, upon recommendation by the Faculty Executive Committee.

The Dispute Committee will aim to identify a course of action that promotes the greatest benefit for the Intellectual Property in question, the broader academic community, and the public good. Decisions of the Dispute Committee shall be final and binding on the Member(s) who created the Intellectual Property in dispute and Albright College. If the Dispute Committee does not reach resolution, then the President will make the final decision. If the Member brings suit against the College, the Member agrees to an arbitration process. Any arbitration will occur in Pennsylvania and shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9. USE OF ALBRIGHT COLLEGE NAME AND MARKS

Albright College owns or has a proprietary interest in any trademark, service mark or other distinguishing mark (collectively, "Marks") that serves as a source identifier for Albright College and its goods and services, including, without limitation, the name, seal and logo of The College. Unauthorized use of the Marks is prohibited. Members must follow **Albright College guidelines**, located on the Communications page on the Albright website, regarding use of the Marks. It is important to always use the Marks in their correct form. The Marks may not be altered in color, shape, style, or proportion, or incorporated into or used with any other logo or mark without prior authorization from the Albright College Vice President for Communication.

10. USE OF STUDENT AND FACULTY IMAGES

The use of student Member names, likenesses, and voices as captured in any photographs, photographic images, audio and video recordings (including Course Recordings) will be governed by the rights set forth in the College's **consent to use photo, film and video** form and accompanying **Photo and Video Policy**.

11. AMENDMENTS TO THE POLICY

This Policy may be amended at any time by the recommendation of any member of the Albright community, review by the Professional Council, and the President, and ultimate approval by the Albright College Board of Trustees. However, any amendment to this Policy shall not affect the rights and obligations of Albright College and the Members with respect to any College-Owned Intellectual Property disclosed in accordance with Section 4 prior to the effectiveness of any such amendment. An amendment to this Policy shall become effective thirty (30) days after the earlier of the date that

a. the amendment has been posted on Albright College's website,
b. a revised Policy incorporating the amendment has been posted on Albright College's website, or
c. Albright College has informed (via e-mail or otherwise) its Members of the Policy amendment.

ASSOCIATED PROCEDURES LOCATION

REVISION LOG

DATE OF REVISION	MAJOR CHANGES *(Note: electronic copies of the former versions of the policy must be maintained within the unit, department, or division)*
Click or tap to enter a date.	•
Click or tap to enter a date.	
Click or tap to enter a date.	

IMPLEMENTATION PLAN - For decision-making purposes only. This will not appear in the Final Policy that is posted to the Policy Repository.

Policy is effective immediately upon approval of the Board of Trustees.

DECISION – For decision-making purposes only. This will not appear in the Final Policy that is posted to the Policy Repository.

Date of Draft Policy Review	Click or tap to enter a date.	
Name of Reviewing Committee/Individual	Policy was developed and iteratively reviewed through 2021-2022 by the Faculty Professional Council, Cabinet, and the Policy Group. Policy was taken to the Faculty Executive Council and then to the Faculty, where it was endorsed unanimously.	
Date Approved	Click or tap to enter a date.	Comments: Board of Trustees approval; Academic Affairs, Audit and Risk, and Finance Committees reviewed
Date Rejected	Click or tap to enter a date.	Comments:
Date Draft Tabled or Further Review Needed (provide comments including plan for re-submission)	Click or tap to enter a date.	Comments:

Appendix A. (next page)

Example Online Course Development Agreement

(Please note: this agreement is shared as an example only, as of May 2022. Faculty and others must reach out to the Office of Digital Learning and Innovation for the most recent version of this agreement.)

Online Course Designer Agreement

The development of online courses at Albright College is a collaborative effort between a faculty course developer and the Instructional Design team. A training and workflow process was developed to assist faculty in creating a successful online learning experience. The course designer agrees to use these resources when developing an online course, currently defined as occurring 100% asynchronous. If this is a new or substantially revised course, usual processes for curriculum approval remain in place separate from the design process and are the responsibility of the faculty course designer and the academic department.

Today's Date:

Expected first day course will be offered (date/term/academic year):

Course Number and Title:

Course Description (Catalog):

Faculty Course Designer:

Instructional Designer:

Reviewer:

Content Design Timeline

The Instructional Designer and Course Developer agree to the following binding timeline for course design:

Faculty Course Designer Tasks	**Deadline**
Sign Course Development Agreement and agree to compensation below: I agree to compensation in the amount of $1000.00. This course is to be delivered by the faculty course designer. Exceptions to this are subject to departmental and faculty course designer approval. This compensation will be paid when the course passes the Albright College review process.	
Complete meetings with Instructional Design Team: • Opening session to introduce responsibilities, timeline, course development and evaluation rubric • Mid-point session (after first module is built) to review and come to agreement about design of remaining modules • Final session when course is reviewed to share the results and make changes based on the review • Schedule meeting after teaching of course for the first time to review and make changes	
Course Design Mid-Point Check: (60 days after start of development cycle) Objectives – both course and all modules, an outline of entire course on paper must be completed including course/module objectives, assessments and learning resources. The first learning module of the course must also be fully created (in Canvas) with all activities and assessments fully developed and the IE Chart for the completed module. All items must be made available to Instructional Designer and posted in Canvas course site by the course developer. *I understand if this deadline is not met, the course may be removed from the schedule and payment for development may be in jeopardy, pending a decision by the Provost office in conjunction with the Assistant Dean for Online and Digital Learning .* _____ *(FCD Initials here)*	

Course Delivery: (120 days after the start of the development cycle): Complete and submit the following to the Instructional Designer and Assistant Dean of Online and Digital Learning: ☐ Publish all course materials in Canvas in their final form. ☐ Create Canvas Rubrics and attach to assignments ☐ Complete all materials for the course following the guidance of the Quality Assurance Rubric: ○ ☐ Final Syllabus ○ ☐ Final IE Chart ○ ☐ Final What's Due When Chart ○ ☐ Albright College Self Design Rubric (OSCQR) *I understand that if this deadline is not met, the course may be removed from the schedule and payment for development may be in jeopardy, pending a decision by the Provost office in conjunction with the Assistant Dean of Online and Digital Learning . _____* (FCD *Initials here)*	
Review and Recommendations: Meet with the Instructional Designer and review recommendations from the Peer Review team for course design no later than four weeks before the start of class. Make suggested edits no later than one week before the start of class. Course Designer is made Observer in the master course once the review is complete.	
Teach the course (start date of course): The master course will be copied into the live-term shell and used to teach the course. This date must be no longer than one year from date of review. If the course runs for the first time more than one year after the review, the course developer must meet with the Instructional Designer at least four weeks prior to the course being offered.	
Review, revise and reflect: After teaching the course, review, reflect, and revise the master online course as needed. Course Designer informs Instructional Designer of any related changes so updates can be made in the master course. Albright College Online Course Design Recertification is necessary every four years and the course designer completes the re-certification responsibilities.	

Responsibilities

Instructional Designer Responsibilities _____*(ID initials)*

Maintain contact with faculty course designer on the agreed-upon schedule throughout the course design process.

- Provide resources and support to Course Designer for development of materials.
- Provide Peer Review and recommendations according to deadline set.
- Communicate with course designer during the peer review process and share recommendations with course designer.

Faculty Course Designer Responsibilities _____*(course designer initials)*

Maintain contact with Instructional Designer on the agreed-upon schedule throughout the course design process. This can be no less than one meeting per month.

- Attend all required meetings or give at least 24 hours' notice when a meeting must be cancelled
- Provide all deliverables by the deadlines in this document.
- Design the course to the Albright Online Evaluation Rubric (OSCQR), Albright Online Course Standards/Best Practices.
- Complete all requirements within the 120-day course development schedule.

Acceptance & Approval

Faculty Course Designer	Date
Department Chair	Date
SPS Director (course designed for SPS)	Date
Instructional Designer	Date
Assistant Dean for Online and Digital Learning	Date
Provost	Date

Appendix B.
Albright College Copyright Assignment Form for Use in Intellectual Property Created during Courses

Form purpose: As provided in the Albright College Intellectual Property Policy, the purpose of this form is for use in certain classes, where student Members utilize, build on, and create derivatives of Works created by student Members in prior classes. As a requirement of the student Member's participation in such classes, each student Member will assign all rights, including Copyrights, in Works created in such classes to the Faculty Member, which will enable the Works to be used freely by Students in future classes. This form is to be used for such purposes.

Date:
Student name:
Faculty name (course instructor):
Course name and number:
WHEREAS, as part of the above-named course, the Student will be involved in the creation of materials that are defined as Intellectual Property by the Albright College Intellectual Property Policy;
WHEREAS, such developed Intellectual Property may be used in future courses by future students;
The Student hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Copyright in the United States and all jurisdictions outside the United States to the Faculty Member named above.

_____Student signature

_____Faculty Member signature

Appendix C.
Albright College Disclosure Form for Intellectual Property that may be College-owned

Form purpose: As provided in the Albright College Intellectual Property Policy, the purpose of this form is to provide disclosure of Intellectual Property developed by an Albright College Faculty, Non-Faculty Employee, or Student which may be defined as College-owned Intellectual Property. .

Date:
Inventor or Creator Name(s) and positions:

If more than one Inventor or Creator, define roles in Intellectual Property creation:

Academic or Administrative Unit (department, school, division) in which the Intellectual Property was created:

Description of Intellectual Property:

_____Inventor or Creator signature
If more than one Inventor or Creator, please provide all signatures:
_____Inventor or Creator signature
_____Inventor or Creator signature
_____Inventor or Creator signature

Appendix C. Albright College Disclosure Form for Intellectual Property that may be College-owned (continued)

RESEARCH SUPPORT INFORMATION
Please indicate ALL contributions to the development of the Intellectual Property in terms of personnel, money, materials and facilities etc.
Circle each funding source that applies to this Intellectual Property:
None Federal Sponsor(s) College Funding Commercial Funding Other

For each funding source, provide the information below. Additionally, if "Commercial" or "Other" Funding was used, please describe here.

For each Funding Source, please provide Funding Source, Award/Contract Number, Title of Grant

If the Intellectual Property is an Invention, has the Invention been reduced to practice (circle)?

Yes No

Date of Reduction to Practice:

PUBLIC DISCLOSER INFORMATION

Circle any prior disclosures or anticipated disclosures, either written or oral, of the Intellectual Property:

Abstract(s) Publication(s) Seminar(s) Presentation(s) Other None

Please provide citations or dates of disclosure for each prior or anticipated disclosure circled above: