

MORAVIAN UNIVERSITY
Intellectual Property Policy
Approved April 19, 2024

I. INTRODUCTION

Moravian University is a teaching and learning community that integrates professional programs and the liberal arts, weaves discovery, research, and creativity into the curriculum, embraces the use of technology, and is dedicated to serving our community. As such, we embrace the Boyer Model of Scholarship that includes the scholarship forms of discovery, integration, application, and teaching. Creative expressions may assume a variety of forms and venues including, but not limited to, developing curricular resources, producing works of scholarship and research, creating technological resources, and creating, displaying, or executing works of visual and performance art.

At Moravian University there has been an increased focus on scholarship over the past two decades. The Vision 2020 Strategic Plan (2015 to 2020) highlighted scholarship as a component of academic excellence, promoted innovation, partnerships, and collaborations, and called for entrepreneurial stewardship. When the institution transitioned to university status as of July 2021, scholarship and partnerships took even greater prominence, and entrepreneurship, technology development and innovation are components of the 2021-24 Strategic Plan. Such innovation in teaching and research leads to the production of new knowledge, new or improved ideas, devices, designs, processes, or other creative work that may be invented or developed. The University has a responsibility to safeguard the rights and welfare of the creator, as well as rights and welfare of the University. Additionally, as an institution of higher education, it is important to protect freedom of expression and inquiry. As noted in the 2012 Statement on Intellectual Property by the American Association of University Professors, “The management of inventions, patents, and other forms of intellectual property in a university setting warrants special guidance because it bears on so many aspects of the university’s core missions, values, and functions, including academic freedom, scholarship, research, shared governance, and the transmission and use of academic knowledge by the broader society.”¹

The importance of intellectual property to modern society and within higher education, cannot be overstated. Copyrights, patents, and trademarks have become necessary and valuable assets in virtually every aspect of modern life. The Internet, itself a form of intellectual property, has accelerated the development and importance of intellectual property, but also puts at risk the creative works of individuals and institutions. The rapid rise of Artificial Intelligence (AI) has led to many yet unanswered questions as to potential copyright, patent, and trademark infringement.

Thus, it has become essential to have a policy to clarify ownership and disposition of intellectual property. External funding sources (i.e., grants) are increasingly important for the support of research and creative endeavors as well as other campus initiatives, and compliance with contracts for such extramural support requires an institution to have an intellectual property policy. Additionally, external accrediting bodies, such as the Middle States Commission on Higher Education, have expectations of such policies.

This policy is intended to address issues related to intellectual property at Moravian University, its ownership, and the rights and obligations of the institution, faculty, staff, students, and other relevant stakeholders. Technology, the nature of partnerships, and the outcomes of research constantly evolve, as do the laws that govern and protect intellectual property. Thus, this document should be reviewed and potentially updated on a regular basis.

¹ See the 2013 AAUP Statement on Intellectual Property here: <https://www.aaup.org/report/statement-intellectual-property> <accessed 7 June 2023>.

II. APPLICABILITY & SCOPE

- A. **Applicability.** This Policy applies to all intellectual property (as defined herein) – referred to as “IP” – developed or used at the University by Covered Individuals.
- B. **Scope.** This Policy specifies the rights and obligations of the University’s Faculty, Staff and certain of its Students (and of some visitors to the University’s facilities and attendees at its sponsored events) in respect of all types of IP, in all forms and formats, whether in existence today or later created, including, but not limited to, Copyrights, Inventions and Patents, Trademarks and Trade Secrets, all as defined in this Policy and, generally, by the laws of the United States.

III. GUIDING PRINCIPLES

The University will interpret this Policy recognizing the following guiding principles:

- A. The University is committed to providing an environment that supports learning, teaching, scholarship and creative activity by its faculty, staff, and students.
- B. The University will endeavor to promote an environment of innovation and to adopt policies and directives that do not stifle creativity but, rather, provide incentives for faculty, staff, and students to pursue original ideas and transform them into IP.
- C. The University, in adopting and enforcing this Policy, will endeavor to recognize and protect the interests of its faculty, staff, and students in and to the IP that they create.
- D. The University, in adopting and implementing this Policy, will consider the policies in general use by other colleges and universities to remain competitive.
- E. The University, in adopting and enforcing this Policy, will endeavor to recognize and protect the interests of the University to continuity, accreditation, and acceptance by the student body and applicants to the University.
- F. The University will reinforce the obligations of its faculty, staff, and students to recognize the rights of others, including, but not limited, to the University, in their IP and the need to seek required permissions and compensate IP owners for its use.
- G. The University will consider the wishes of those who create or develop IP, including faculty, staff, and students, in deciding upon the appropriate use and commercial exploitation, if any, of that IP.
- H. The University will recognize innovation, for the sake of knowledge (as opposed to commercial exploitation) as an important aspect of scholarship in higher education. As a corollary, the University will recognize that some research in higher education should be dedicated to the public good.
- I. Transparency and clear policies are a key to University operations and this IP policy has been created in that spirit. Likewise, Creators of Intellectual Property (Faculty, Staff, or Engaged Students) that make significant use of the services or facilities of the University to create or develop IP, including Scholarly Works, should disclose that IP to the Provost (or their designee) in a timely fashion through annual reports, periodic review materials, or other written notices.

IV. DEFINITIONS

As used in this Policy, the following terms shall have the following meanings:

- A. **Collaborators.** Two or more Community Members who are Creators of IP. In such case, fractional shares should be mutually agreed upon in writing by all Creators beforehand to the extent possible. If

parties outside the community are also Creators of IP, then the IP policies of their institutions or other employers should be considered in apportioning distribution of IP rights between all Creators should be specified in a Memorandum of Understanding signed by all Creators (and their institutions or employers if appropriate). This must be agreed upon prior to the start of the collaborative work.

- B. **Community Members.** Members of the University's Faculty, Staff, and Engaged Students involved in teaching, research, or other creative endeavors.
- C. **Copyright.** A copyright is a form of protection granted under federal copyright law to authors of original works of authorship. Original works of authorship include computer programs, databases, literary works, scholarly journal articles, dramatic works (including any accompanying music), musical works (including any accompanying words), pantomimes and choreographic works, pictorial, graphic, and sculptural works, motion pictures and other audiovisual works, sound recordings, and artistic and other forms of intellectual works. The owners of Registered Copyrights have certain exclusive rights in the Copyrightable Materials protected by U.S. Copyright Law, namely, the rights to; (1) copy; (2) create derivative works; (3) distribute and sell; (4) to perform performable works; (5) to publicly display; and (6) to perform through digital audio transmission. As used herein, Copyrights include both unregistered and registered copyrights.
- D. **Copyrightable Material.** Copyrightable Material is an "original work of authorship" fixed in a tangible medium. Copyrightable Material may be in written, electronic, graphic, audio, visual, audio-visual, or any then-existing formats.
- E. **Covered Individuals.** The Community Members specified in the specific part of the Policy.
- F. **Creators.** Community Members, Collaborators, and formal partners or parties external to the institution, if any, who cooperatively develop IP: Specifically, Community Members who qualify as "authors" under U.S. copyright laws or "inventors" under U.S. patent laws, are Creators of Copyrightable Material or Inventions and Patents, respectively.
- G. **Dedicated Projects.** Projects, purposes, or programs involving Significant Uses of University Resources (and therefore made subject to stated conditions) or respecting which the University has entered into written agreements with Creators that require different allocations or treatments of any resulting IP differing from that stated in this Policy and, in which case, such conditions and agreements shall override contrary provisions of this Policy.
- H. **Engaged Students.** Engaged Students are part-time or full-time students working with Faculty or Staff to assist in the Creation of IP. This could be through scholarship opportunities such as independent or course-embedded research and creative endeavors, Student Opportunities for Academic Research (SOAR), Honors research, internships, or on-campus employment.
- I. **Faculty.** For this Policy, personnel engaged in teaching, research, and/or scholarship at the University, whether full-time or part-time employees, temporary or permanent, or retained by contract or other arrangement granting them access to the University and/or its resources to engage in teaching, research, and/or scholarship at the University are "Faculty."
- J. **Grants and External Funding.** Funding or other resources provided by a governmental or quasi-governmental source or an institution or other private source either to the University or one or more Community Members for a specific project, purpose, or program, and subject to certain terms and conditions. Grants and External Funding agencies may require different allocation or treatment of resulting IP that may differ from this Policy and, in which case, such conditions shall override contrary provisions of this Policy.
- K. **Intellectual Property or IP.** Intellectual property is a Work, Invention, Creation, or development resulting from human creativity in which the laws of the United States may grant rights to the creator, or another person authorized by the creator. IP can include intangible personal property as

well as tangible research property such as biological materials and inventions. The most common forms of IP are Copyrights, Inventions and Patents, Trademarks and Trade Secrets.

- L. ***Inventions***. An invention is a new or useful process, machine, method of manufacture or composition of matter, or any new and useful improvement thereof which may or may not be eligible for protection by Patents.
- M. ***Normal Support***. For all Community Members, University-supplied computing, email, and phone resources are considered Normal Support. For faculty, Normal Support also includes salary, laboratory or studio space, funding for sabbatical leaves, start-up funds, and professional development funds. For faculty who teach online and have not received a stipend and/or have a separate MOU for online course development, Normal Support will also include standard use of instructional design and instructional technology staff. For students, Normal Support entails use of University-owned resources either freely available to students (for example, computer labs and workstations on campus) or available on loan (cameras, video recording devices, etc.) or through courses (art supplies, for example).
- N. ***Patents***. A Patent is a grant by the U.S. government, acting through a Patent Office, of a property right to a qualifying Invention. A Patent, once granted, gives the holder the right to exclude others from making, using, selling, or importing the invention for a certain number of years. Design Patents protect qualifying ornamental designs and Plant Patents protect some invented plant varieties.
- O. ***Patent Rights***. Patent Rights are the right to: (a) seek, obtain, maintain and transfer Patents related to such Inventions; (b) practice, make, manufacture, market and sell, import and export, and otherwise exploit all rights in and to the Patents; (c) to enforce the Patents, including, but not limited to the right to collect and retain damages for violations of the Patents; and (d) challenge a Patent or Patent application of another person in the same or similar Invention or for other cause.
- P. ***Public Areas***. Public Areas are areas of University Facilities open to the general public together with areas of University Facilities accessible to Faculty, Staff and Students requiring no prior authorization but excluding all areas in which research is conducted and all private areas such as libraries, gyms and locker rooms and dormitory rooms (except as to their lawful occupants).
- Q. ***Recorded Works***. Recorded Works are photographs, audio, video and audio-video recordings, and digitized recordings of all types but not including written materials.
- R. ***Scholarly Works***. Scholarly Works are Works authored by Covered Individuals as part of, or in conjunction with, their responsibilities, if any, in teaching, research, or scholarship. Common examples of Scholarly Works include: course materials, lecture notes and recordings, case examples or case studies, syllabi, textbooks, class notes, works of fiction and nonfiction, novels, journal articles, research proposals, scholarly papers, student theses and student doctoral research, poems, lyrics, musical compositions and recordings, choreographic works, dramatic works and performances, architectural drawings, Software, visual works of art, and other artistic creations, among other Works, regardless of the medium in which those works are fixed or disseminated.
- S. ***Significant Use of University Resources***. Moravian University resources are intended to be used solely for University purposes and not for personal gain or personal commercial advantage, nor for any other non-University purposes. “Significant Use” exists when University resources are provided beyond the customary professional, technological, and technical support supplied by the University and extended to Covered Individuals for development of a project, purpose or program. Therefore, if Moravian University resources were the enabling factor or substantially contributed to the creation of a Work or Invention beyond Normal Support (see above), then such use constitutes Significant Use of University Resources.

By way of illustration, if participation of students directly, or indirectly through use and feedback, substantively influences development of such Works, then such participation constitutes Significant Use of University Resources. Some examples of Significant Uses of University Resources include, but are not limited to, the following: use of external research funding to create the Intellectual Property; assistance of University-funded support staff in creating the Intellectual Property (outside of what has been defined above as Normal Support); use of University Facilities, including University-purchased laboratory instrumentation, to create the Intellectual Property, the searching of any Invention and/or the filing of an application to register a Copyright or Trademark or to secure a Patent. By way of further explanation, Significant Use of University Resources excludes incidental or minimal use of University resources, such as University facilities, that are available without charge to the public, or use of resources or facilities where fees for such use (excluding tuition) have been paid.

- T. **Software.** Software includes all manner of programming regardless of its format or function and may include Copyrightable materials and/or Inventions subject to this Policy. Open-Source Software shall, notwithstanding this Policy, be subject to the designated Open-Source License.
- U. **Staff.** For this Policy, personnel who are not Faculty but who assist Faculty in teaching and research at the University, whether full-time or part-time employees, temporary or permanent, or personnel retained by contract or other arrangement granting them access to the University and/or its resources are “Staff.”
- V. **Standard Copyright License.** A Standard Copyright License shall be a non-exclusive, worldwide, perpetual, non-royalty-bearing license granted to the University to use the Copyrightable Materials, extracts thereof and Works derived therefrom for all educational and promotional purposes and/or to authorize one or more parties (employed by or associated with the University) or another educational institution to do so. In the event that the University combines the Copyrightable Material of third parties with Copyrightable Material that it owns or has rights to, the University shall retain all of its ownership or other rights thereto. Copyrights in Dedicated Projects shall be governed by contracts or statutory rights such as those falling under Works made for hire. Creators may not agree to the conditions of any license, including, but not limited to, any Open Source License which prevents or obstructs any Standard Copyright License granted to the University.
- W. **Standard Patent License:** A Standard Patent License shall be a non-exclusive, worldwide, perpetual, non-royalty-bearing license granted to the University to enable the institution to: (i) make, practice, use, manufacture, market, sell, transport, import and export and otherwise exploit the Invention, including under all related Patents and Patent Rights; (ii) file applications for and secure Patents and otherwise exercise Patent Rights in Inventions if the Creators fail or refuse to do so; and (iii) authorize others to make, practice, use, manufacture, market, sell, transport, import and export and otherwise exploit the Invention and all related Patents and patent applications anywhere in the world. Inventions and Patents related to Dedicated Projects shall be governed by University’s contracts or statutory rights.
- X. **Students.** Student means those persons enrolled at the University on a full-time, part-time or other basis, whether or not they are matriculating, who are neither Faculty nor Staff.
- Y. **Trademarks.** A trademark is a word, symbol, design, phrase, or combination thereof, used to identify and distinguish the source or sponsor of goods or services. A type of trademark is a service mark which is a word, symbol, design, phrase, or combination thereof, used to identify and distinguish the source or sponsor of services. Another form of trademark is trade dress: this is the characteristic of

the visual appearance of a product or its packaging that signifies the source or sponsor of the product to purchasers. For the purposes of this Policy, “Trademarks” include trademarks, service marks and trade dress. Certification Trademarks indicate compliance with a recognized standard.

Z. **Trade Secrets.** A trade secret is confidential commercial information, such as a formula, giving one who possesses the lawful right to use it, a competitive advantage. For a trade secret to be protectable, the owner must take reasonable steps to keep it secret.

AA. **University Facilities.** University Facilities include all areas on the University campuses and other locations owned, rented, or arranged by the University specifically to conduct teaching or research or to specifically foster the creation of IP.

BB. **Work Made for Hire.** “Work Made for Hire”, as defined in the United States Copyright Act, 17 U.S.C. Section 101, refers to (1) a “work prepared by an employee within the course and scope of their employment;” or (2) a work that has been specifically commissioned for use as a contribution to a collective work, as a part of marketing materials or audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered work for hire. With “work made for hire,” the employer is considered the “author”, and the copyright becomes the property of the employer. Within the context of academia, however, most institutions, including Moravian University, do not consider Scholarly Works created by Faculty and Students to be the property of the institution, except in cases where the institution has an institutional identity interest and/or has given substantive resources for the creation of the Work. An example of an exception is a Memorandum of Understanding (MOU) has been created between the University and a Faculty member to develop specific products, including some types of online course modules and materials, and involves Significant Use of University Resources such as instructional designers, hired videographers, etc. In this case, there is co-ownership as defined in the MOU (see Appendix 1.)

V. COPYRIGHTS

A. *University Rights*

1. Unless otherwise agreed in writing by the University and the Creators, the University shall have a Standard Copyright License in all IP Copyrightable Materials, extracts thereof, and works derived therefrom.
2. The University may, subject to the Standard Copyright License or other written agreement between the University and the Creators, the University may establish repositories or platforms for the archiving and dissemination of scholarly works, research data, and other copyrightable materials created by its Community Members.
3. The University reserves the right to claim ownership of Copyrights in Copyrightable Material that is, in whole or material part: (i) created involving a Significant Use of University Resources; or (ii) the subject, in whole or part, of one or more Dedicated Projects or supported by Grants or External Funding; (iii) created by Faculty or Staff who were assigned, directed, or specifically funded by the University to develop the Copyrightable Material and the University has negotiated an understanding or formal contract with the Creator. The University may waive such ownership and/or Copyrights in such Works upon conditions imposed by the University, in its sole discretion.

B. *Scholarly and Creative Works of Faculty.*

1. Under conditions of Normal Support, Scholarly Works will remain the property of the Creator.
2. Scholarly Works are understood to be developed within the normal parameters of Faculty employment and responsibilities. Such Scholarly Works may entail the use of University equipment and resources. When such use falls within the Normal Support, the Scholarly Work

resulting from such use will remain the property of the Creator (i.e., the Faculty person) subject to the Standard Copyright License or other written agreement between the University and the Creators. This includes, for example, publication in a variety of formats, performances, media, instructional software, and other Scholarly Works eligible for copyright registration by the Creators.

3. These normal parameters of Faculty work also extent to University administrators who hold Faculty rank and develop Scholarly Works in their role as a Faculty member.
4. In instances where Faculty, Staff or Engaged Students work with community partners, a separate Memorandum of Understanding between the University and the external organization must be developed at the commencement of the partnership that includes mutually agreed upon details related to IP. This could include work with for-profit and not-for-profit organizations in projects that are consultative in nature, as part of a course, research, or internship experience. It is understood that, in some cases, the product of the collaboration might include Trade Secrets that must be protected.
5. Notwithstanding the foregoing, course syllabi will be jointly owned by the Faculty and University.
 - a. Following the 2013 Statement on Intellectual Property from the American Association of University Professors², “Course syllabi at many institutions are considered public documents; indeed, they may be posted on universally accessible websites. It is thus to be expected that teachers everywhere will learn from one another’s syllabi and that syllabi will be disseminated as part of the free exchange of academic knowledge.”
 - b. Syllabi and certain course materials are needed for evaluation, assessment, and accreditation purposes.
 - c. If an individual Faculty member leaves the University, a course that they developed may remain in the University course catalog and be taught by others with the syllabus serving as a framework.
 - d. Course and program descriptions and assessment materials are owned by the University as these are needed for continuity of curricular offerings and accreditation purposes.
 - e. As per the 2013 AAUP statement³: “Faculty lectures or original audiovisual materials, however, unless specifically and voluntarily created as Works Made for Hire, constitute Faculty intellectual property subject to the Standard Copyright License or other written agreement between the University and Creators.
 - f. Except as otherwise provided in a Dedicated Project or in a Grant or External Funding agreement, Copyrightable Material developed for online courses that is used in conjunction with a course offered at the University that has been developed with Significant Use of University Resources (i.e., instructional design team contributions, hired videographers, etc.) will be jointly owned by the University and the Creators. (See Appendix 1 for MOU template used ahead of the development of these courses.) The University will notify the Creator(s) prior to the licensing or transfer of its interest in such Copyrightable Materials to another institution or online consortium. The University may register the Copyrights in such Copyrightable Materials in its name and those of the Creators at any time.
 - g. Except as otherwise provided for a Dedicated Project or in a Grant or External Funding, Faculty or Staff who contribute to post-professional programs or co-branded programs may retain all rights to the content they develop, except for documents and materials described in Subsections b and d of this Section V.A. In such arrangements, a separate Memorandum of

² See the 2013 AAUP Statement on Intellectual Property here: <https://www.aaup.org/report/statement-intellectual-property> <accessed 7 June 2023>.

³ See the 2013 AAUP Statement on Intellectual Property here: <https://www.aaup.org/report/statement-intellectual-property> <accessed 7 June 2023>.

Understanding will be developed that includes mutually agreed upon details related to Intellectual Property.

6. Except as otherwise provided for a Dedicated Project or in a Grant or External Funding, Faculty, Staff or Engaged Students (with the permission of supervisory Faculty or Staff) may submit Scholarly Works for publication in academic publications so long as they have previously granted a Standard Copyright License to the University and required the publisher to acknowledge the rights of the University, in writing, in such academic publication.
7. All creative work for which copyright or commercialization is sought shall be reported to the Provost and Intellectual Property Committee to determine whether such work complies with the scope of normal and acceptable use of University Resources. If the Provost and Intellectual Property Committee determine that Significant Use of University Resources was made, the University shall have the sole right to determine the disposition of such Intellectual Property.
8. The Creator is responsible for following the proper legal course and for costs incurred to protect their IP through copyright or transfer of the Copyrightable Materials.

C. *Scholarly and Creative Works of Students.*

1. It is recognized that most Scholarly and Creative Work done by Engaged Students is submitted as course work, to fulfill a requirement for a degree, or as a component of a sanctioned University activity or event.
2. Except as otherwise provided for a Dedicated Project or in a Grant or External Funding, or a different intent is expressed in a contract with the University (e.g., Work Made for Hire by a student employee), Copyrightable Materials will remain the property of the Student subject to the Standard Copyright License or other written Agreement between the University and the Student.
3. All creative work for which copyright or commercialization is sought shall be reported to the Provost and Intellectual Property Committee to determine whether such work complies with the scope of normal and acceptable use of University Resources. If the Provost and Intellectual Property Committee determine that Significant Use of University Resources was made, the University shall have the sole right to determine the disposition of such Intellectual Property.

D. *Scholarly and Creative Works of Staff.*

1. Copyrightable Materials created by Staff while fulfilling their assigned duties, or otherwise created using University Resources, shall be the property of the University.
2. Any exceptions must be explicitly agreed upon in writing between the University and the Staff member.
3. Property created by Staff includes, but is not limited to, graphic arts, logos or symbols, photography, publication copy, design and layout, website development, software development, video and multimedia productions and presentations, interior and exterior design and ornament, landscaping, and business or commercial tools or processes, electronic or mechanical technologies, processes, or equipment and/or the idea thereof.
4. Copyrightable Materials created by Staff shall be reported to supervisors and, as appropriate, the supervising Vice President. It will not be reported routinely to the Intellectual Property Committee.

E. *IP Policy Regarding Ownership and Copyrights in Copyrightable Works that are Recorded Works.*

1. The following directives apply to ownership of, and Copyrights in all Recorded Works created by Faculty, Staff, and Students:
 - a. Faculty, Staff, and Students may create Recorded Works in Public Areas on campus.
 - b. Recorded Works created by Faculty, Staff, Students, and visitors to University Facilities in Public Areas shall be the property of the Creator of such Recorded Works or as otherwise provided by law unless otherwise provided in this IP Policy. Recorded Works created at the direction or expense of the University will be the property of the University.

- c. Faculty, Staff, Students and visitors to the University Facilities may not create Recorded Works of the research or creative Works of others (including, but not limited to, Copyrightable Materials) that are on display or available at University Facilities without the prior written permission of the Creator, or the Provost (or their designee).
 - d. Recording of course lectures or other campus presentations (including, but not limited to, Copyrightable Materials) by Faculty or Staff by Students may be permitted only with prior written permission of the Faculty or Staff responsible for developing the presentation. Such Recorded Works will, in all instances, be solely for the individual Student's use and may not to be distributed publicly, including via social media, without the prior, written permission of the Provost (or their designee) which permission may be granted upon one or more conditions.
 - e. Faculty and Staff may record their lectures and presentations associated with courses and other University functions for archival purposes and their own use.
 - f. The University, and persons engaged by the University, may create Recorded Works (including lectures and presentations) which include photographs and recordings of Faculty, Staff, Students, and/or visitors to University Facilities and at events sponsored by the University. These Recorded Works shall be the sole and exclusive property of the University, together with all Copyrights therein, and the University shall have the right to use, publish, adapt, excerpt, and perform such Works for educational or promotional purposes. Faculty, Staff, Students and visitors to University Facilities and others present at events sponsored by the University, shall be deemed to consent to the use of their names and likenesses in such Recorded Works for all lawful purposes, including, but not limited to, educational and promotional purposes. The University may register its Copyrights in such Recorded Works.
 - g. Faculty, Staff and Students may invite photographers, videographers, and others to record lectures, presentations, and events to be held in University Facilities and at events sponsored by the University only with the prior written consent of the Office of Marketing and Communications, which may be conditioned upon the execution by such photographers, videographers and others of written agreements.
2. The following reporting requirements apply to all Faculty, Staff, and Students who create Copyrightable Material in which the University may claim ownership and/or ownership of Copyrights:
- a. Before creating such Copyrightable Material with one or more Collaborators who are not themselves Faculty, Staff, or Students at the University, Faculty and Staff shall report such collaboration to the Provost.
 - b. Upon completing such Copyrightable Material, the Creators shall deliver a copy of the completed Work to the Provost.
 - c. Before publishing (or agreeing to publish) Copyrightable Material or registering any Copyright in any Copyrightable Material created at the University, the Faculty, Staff or Students intending to do so shall advise the Provost of their intention and may not do so without the prior, written permission of the Provost (or their designee).

F. Observing the Copyrights of Others.

- 1. The following rules should be observed by Faculty, Staff, and all Students before copying, displaying, or using material in which others may claim a Copyright:
 - a. Faculty, Staff, and Students must determine whether others possess Copyrights (or other legally recognized rights) in the Works before they copy, display, use, or perform the Works or portions thereof.
 - b. Faculty, Staff, and Students must obtain licenses for materials in which others claim Copyrights before they copy, display, use, or perform such Works. Copies of such licenses must be delivered to the Provost.

- c. Faculty, staff, and students must provide proper attribution (Copyright notices) for Works covered by Copyright; however, attribution is not a substitute for permission obtained for copying, displaying, or using Works protected by Copyright.
 - d. Upon learning of any violation (or suspected violation) of any Copyright – including a Copyright owned by a person or persons unaffiliated with the University, the violation should be promptly reported to the Provost.
2. Recorded Works of Guest Speakers and Visiting Performers and Scholars to the University will be subject to conditions stated in an agreement or contract developed ahead of a campus visit.

VI. INVENTIONS AND PATENTS

- A. The following rules apply to Inventions developed by Faculty, Staff, or Students at the University and any Patents and Patent Rights related those Inventions:
- 1. The University claims ownership in all Inventions developed by Faculty, Staff or Students at the University specifically assigned or directed by the University to develop the Inventions or aspects thereof, and the sole and exclusive right to any Patents or Patent Rights therein, except as expressly provided in this IP Policy.
 - 2. The University reserves the right to claim ownership in all Inventions, all related Patents and Patent Rights in and to Inventions that were developed, in whole or part by (a) Faculty, Staff or Students during research supported by funds contributed by or for the University or developed as part of course work assigned by Faculty or Staff; (b) Faculty, Staff or Engaged Students in the course of their employment; (c) with *Significant Use of University Resources*; or (d) with funds or other resources provided, in whole or part, through Grants and/or External Funds; provided, however, that the rights of the University will be limited according to the terms of the respective Grants or External Funds.
 - 3. Notwithstanding the foregoing, Inventions and Patents developed pursuant to a Dedicated Project agreement or any agreement with any Grant or External Funds sponsor, whether it is an external or internal sponsor, will be governed by the provisions of that agreement. Government sponsors generally require the sponsoring University to disclose the creation of subject inventions and notify its intention to pursue patent protection for subject inventions to the granting agency to facilitate commercialization. In addition, the University will retain a non-exclusive right, for example, to all research reported in manuscripts funded in whole or in part by National Institutes of Health (NIH) funding, so as to ensure compliance with the NIH Public Access Policy. Research programs funded by private sponsors will generally provide for the University to retain title to all Intellectual Property that arises in the course of the research program with the sponsor retaining an option to acquire commercialization rights through a separate license agreement. The U.S. government may retain statutory rights in Patents secured with Grants or public funds.
 - 4. In all cases where the University waives its right to claim ownership, it shall have the right to Standard Patent License.
- B. The procedure utilized in reviewing Inventions and potential Patents and Patent Rights shall be as follows:
- 1. A Community Member or Community Members who obtain(s) results or develop(s) an idea which might qualify as an Invention and/or a Patent must contact the director of the University Grant Office (“Director”) and submit a written disclosure (“Invention Disclosure”) that is also copied to the appropriate Academic Dean and Provost. Students who develop ideas or Inventions should first consult with their Faculty mentor for the project or the Faculty or Staff responsible for the course in which the work originated. Invention Disclosures are the property of the University.

2. Such Invention Disclosure shall be made sufficiently in advance of any publications, presentations, or other public disclosure to allow time for possible action that protects rights to the IP. Such Invention Disclosure and information related to any potential Invention should not be disclosed to other persons without the permission of the Provost since disclosure may make the Invention ineligible for patent protection.
3. The University IP Committee will investigate the proposed Invention and conduct “prior art” and other searches and advise the Creators of the results. If such searches reveal that the Invention, or any aspect thereof, may infringe the IP rights of third parties, the University IP Committee shall so advise the Creators and request that the Creators develop changes to the Inventions to render them non-infringing or cease all development and use of the Inventions.
4. If an Invention appears eligible for a Patent as determined by the University IP Advisory Committee, the Director will then begin the process of developing and formally applying for a Patent with the assistance of the Creators. The Creators must disclose any and all Collaborators and Grants (and associated intellectual property requirements) that were or are involved in the development of the Invention and execute written assignments prior to the completing any Patent applications.
5. During the determination of patentability or filing of the Patent application, the Director may seek internal or external counsel regarding the written disclosure of the Creators to determine any specific requirements of any Grants that provided funding or resources leading to the Invention.
6. After obtaining all desired information concerning the Inventions, the University IP Advisory Committee shall determine whether the University: (i) is prepared to file Patent applications for the Invention; or (ii) retain ownership of the Invention without seeking Patents related thereto; or (iii) assign the Inventions to the Creators, or any group of them, or to third parties. In the event that the University IP Advisory Committee determines to assign the Inventions to the Creators, or a third party, it may require that the assignees reimburse the expenses of the University as a condition of the University’s assignment.
7. The Director will then complete the appropriate paperwork to either: (i) submit the Patent applications to the United States Patent and Trademark Office; or (ii) commercially exploit the (un-patented) Inventions; or (iii) assign the Inventions and related Patent Rights to the Creators or third parties.
8. In the case that the University IP Advisory Committee determines to file and prosecute Patent Applications for Inventions, the Director shall retain external counsel to oversee the process and periodically report to the University IP Advisory Committee.
9. All associated fees and expenses for the filing and prosecution of Patent applications and maintenance of the Patents for the Inventions will be paid by the University unless and until the University IP Advisory Committee determines to: (i) abandon the Patent applications; or (ii) assign the Patent applications or Patents to the Creators; or (iii) the Patent applications are finally rejected or the Patents expire.
10. The Provost, with the assistance of the University IP Advisory Committee, will review the amount of compensation payable to the Creator(s) of Inventions from the commercial exploitation of Inventions and Patents and Patent Rights by the University (after the University has recovered all fees and expenses, including the cost of external counsel incurred in connection therewith.) After the University has recovered all related fees and expenses, royalties or other proceeds will typically be divided as follows:
 - a. 50% to the Creator(s)
 - b. 50% to University which is subdivided as follows:
 - i. 30% to Creator’s department;
 - ii. 30% to the University Grant Office to support campus innovation, grant-writing, and professional development opportunities; and

- iii. 40% to a fund supporting research and creative activities managed by the Office of the Provost and Center for Scholarship, Research, and Creative Endeavors.
- c. In no event shall the aggregate compensation payable to all Creators exceed fifty (50%) of sums received by the University after deduction of all expenses.

VII. TRADEMARKS

- A. The following rules apply to the use by Faculty, Staff and Students of Trademarks owned or claimed by the University.
 - 1. The University is the owner of several U. S. Registered Trademarks. These currently include MORAVIAN UNIVERSITY®, MORAVIAN COLLEGE®, MORAVIAN THEOLOGICAL SEMINARY® and MORAVIAN BOOK SHOP®.
 - 2. The University also claims unregistered Trademarks in a variety of words, graphics and combinations of words and graphics that are associated with the University.
 - 3. These Registered and unregistered Trademarks identify the University as the source of respected education, research and scholarship.
 - 4. While Faculty, Staff and Students are free to use the University's Tradenames and Trademarks to identify the University and the services that it offers, they may not use the University's Trademarks in any written, electronic or other material to indicate that the University provides, sponsors or approves of any products or services of any other person, institution or business without the express written permission of the Provost and/or the Office of Marketing and Communications.
 - 5. Additionally, Faculty, Staff and Students may not themselves adopt, use or attempt to register any Trademark that incorporates any Trademark of the University or is confusingly similar with any Trademark of the University without the express written permission of the Provost and/or the Office of Marketing and Communications. Faculty, Staff and Students may not themselves adopt, use, or attempt to register any Trademark that disparages the University or its activities.
 - 6. Faculty, Staff and Students may not use the Trademarks of the University to misrepresent their position with the University or their authority to bind the University.
- B. The following rules apply to the use by Faculty, Staff and Students of Trademarks owned or claimed by third parties.
 - 1. Faculty, Staff and Students must respect the rights of others in and to their Registered and unregistered trademarks.
 - 2. When using the Trademarks of third parties in written, electronic or other materials to be published by the University, Faculty, Staff and Students should include notices acknowledging the Trademark rights of third parties by including: "X is a trademark of the X Corporation" or similar statement.

VIII. TRADE SECRETS

- A. The following rules apply to the disclosure and use by Faculty, Staff and Students of Trade Secrets of the University and third parties.
 - 1. Faculty, Staff and Students must respect the Trade Secrets of the University and third parties.
 - 2. Faculty, Staff and Students may not disclose the Trade Secrets of third parties or use those Trade Secrets in teaching or conducting research at the University unless authorized to do so by the owners thereof.
 - 3. Faculty, Staff and Students must protect the University's Trade Secrets from unauthorized disclosure or use.
 - 4. Faculty, Staff and Students should promptly report unauthorized disclosure or use of Trade Secrets of the University or third parties to the Provost.

IX. ADMINISTRATION OF POLICY AND GRIEVANCE PROCEDURES

- A. A University IP Advisory Committee shall be established by the Provost and the dean for the Center for Scholarship, Research, and Creative Endeavors, the Director of the University Grants office, and representation from the Faculty, Students, and Staff.
- B. This IP policy will be administered and periodically reviewed by the Academic Deans/Associate Provosts and the University IP Advisory Committee. Updates are necessary to ensure compliance with evolving copyright and patent laws and best practices. Any changes to the policy will be communicated to University Community Members in a timely fashion.
- C. All contracts and special arrangements for Intellectual Property will require signed documentation by the appropriate Vice President, and are subject to review by University legal counsel
- D. Faculty, Staff, or Students who have a grievance or dispute related to the implementation of this policy will submit their appeal or grievance in writing to the Provost.
 - 1. During review of the grievance, the Provost shall consult with the University IP Advisory Committee, and may consult with the Faculty Review Committee (for faculty), the appropriate VP for Staff or Students, Human Resources, and/or legal counsel.
 - 2. The Provost will make a recommendation to the President on the outcome of the grievance review.

Appendix 1. Memorandum of Understanding for the Following Online Course:

COURSE TITLE HERE

This Memorandum of Understanding (“MOU”) states the agreement in regard to the online course described above (the “Online Course”) between the faculty member named below (the “Faculty Member”) and Moravian University and Moravian Theological Seminary (the “University”).

1. The Online Course developed by Faculty Member as part of his or her academic position at the University will be the joint property of Faculty Member and the University. Accordingly, subject to the terms of this MOU, (a) Faculty Member retains the right to use and modify content in the Online Course that are his or her creations, including syllabi, reading materials, lists, lectures, notes, exam content and other Online Course content and (b) the University retains the right to use, retain, modify and otherwise deal with all Course Materials, including without limitation (i) giving other instructors and faculty members access to Course Materials, (ii) scheduling and offering the Online Course at any time using the Course Materials or any other materials, (iii) allowing other instructors and faculty members to modify and add to the Course Materials and teach the Online Course or sections of it and (iv) withdrawing or changing the Online Course or ceasing use of Course Materials at any time.
2. The Faculty Member will contribute to the development of Course Materials for the Online Course in collaboration with Instructional Design, and external vendors that will become property of the University for the Online Course. These may include but are not limited to videos, interactive modules, documents, audio files and other media files determined and produced through the process of course development.
3. The Faculty Member understands and agrees to allow his/her name, image, and any audio/visual recorded content to be used in the creation of Course Materials.
4. An archived copy of the approved Online Course Materials at the time of approval by the Instructional Design Team and Program Director (where applicable), will be kept on file by Information Technology (IT) and the Office of the Provost.
5. Each Online Course shall be developed in compliance with academic and quality standards that are part of the University’s general accreditation standards and subject to review by the Instructional Design Team. The Online Course is subject to approval of the Faculty Member’s department or program and University officials to the same extent and on the same terms as other courses offered as part of University curricula.
6. Neither Faculty Member nor the University shall sell, or allow to be used by any outside entity, a version of the Online Course that was substantially created or developed by Faculty Member, except in compliance with this MOU or upon mutual agreement as to the terms of such use. Such external usage shall be specified in writing by the Faculty Member and/or the University.

7. As compensation for Faculty Member's work in developing the Online Course and materials, the University will pay Faculty Member the fees stated in this MOU. For initial development of each approved Online Course, the University will pay Faculty Member the sum of \$ _____. The Faculty Member will be required to teach the course at least onetime, for which the Faculty Member may receive additional compensation (if the course is to be taught as an overload or by an adjunct instructor). Additional compensation for redeveloping, updating or otherwise modifying an Online Course (collectively, "Updates") is separate from any additional responsibilities required of Faculty Member while teaching the Online Course, and will be as mutually agreed by the University and Faculty Member before the Updates are undertaken.
8. Faculty Member and his or her department or program must assure that the Online Course Materials being offered to students are current; i.e., having been reviewed and approved periodically by Faculty Member's department or program. Faculty Member may request peer reviews of the Online Course and Online Course Materials to the same extent and on the same terms as other courses offered by the University generally.
9. Learning goals must be articulated and documentation of assessment of student learning is necessary. University reserves the right to access and use any course content and/or assessment materials for the purpose of program review, departmental review, program assessment, or accreditation reviews.
10. The Online Course must be fully developed and taught using approved software adopted by the University. Other software or programs may be used with prior approval from the University.
11. After the Online Course has been reviewed and approved by the Chair of the appropriate department or program, and Dean of the appropriate school, and any required revisions have been made, Faculty Member shall be considered to have earned the fees under this MOU. Compensation paperwork will be initiated after all signatures are collected and the applicable completed form has been returned to the Office of the Provost. This section shall be administered according to the same procedures and standards as for other courses offered by the University generally.
12. An Online Course can be offered twice as a special topics course, but for inclusion as a permanent catalog offering, all appropriate course proposal documents must be completed and forwarded to the University's Academic Planning and Program Committee for review and faculty approval.

Intending to be legally bound, the University and Faculty Member agree to the foregoing MOU as of the latest date of signature below.

MORAVIAN UNIVERSITY

Faculty Member:

By _____

Printed Name:

Printed Name:

Title:

Title

Date:

Date:

Contact Address: