School of Education Intellectual Property Policy

I. INTRODUCTION

The Intellectual Property Policy statement aims to define the School of Education’s policies regarding intellectual property and to differentiate and make equitable the application of these policies to full-time and part-time faculty, as well as to students. The Policy also addresses a pressing need to recognize the growing impact of electronic technologies on teaching and learning. The proliferation of instructional technology demands more clarity from institutions regarding copyright ownership of intellectual property. The Policy is designed to be consistent with, and augment, The Johns Hopkins University Intellectual Property Policy and the University Policy on Conflict of Interest and Conflict of Commitment. Should there be any inconsistency between this policy and the aforementioned policies, the aforementioned policies shall control.

This Policy is guided by two beliefs:

A. The ownership and use of educational materials must appropriately recognize the contribution of individual faculty members to the development of these materials and provide for their liberal use by the faculty who develop them.

B. The Policy also must recognize the financial support provided by the School of Education in the development of these materials and provide for some protection of its investment. Support from the School of Education may include facilities, administrative assistance, funding of research and teaching assistants, computers, and facilitation provided by technical staff.

The School of Education Intellectual Property Policy addresses intellectual property issues specifically related to instruction in the School. For other intellectual property considerations, such as patents for inventions, faculty, and staff are referred to The Johns Hopkins University Intellectual Property Policy.
II. RESPONSIBILITIES

A. The Johns Hopkins University Office of General Counsel

The JHU Office of General Counsel represents and advises the School of Education regarding legal issues, including issues and questions involving compliance with intellectual property laws and policies.

B. School of Education

1. The School of Education is committed to providing an environment that supports teaching, learning, and the scholarly activities of its faculty and students. As a matter of principle and practice, the School encourages all full-time and part-time faculty to disseminate their scholarly work in order to share openly and fully their findings and knowledge with students, colleagues, and the public.

2. The School of Education is committed to fostering the use of new instructional media. The School will continue to develop its hardware/software infrastructure and support faculty and student use of technology in the curriculum.

3. The School of Education is committed to protecting its digitized course materials from unauthorized use and its students, faculty, and staff against electronic theft.

4. The School of Education will be vigilant when approving and overseeing the use of the name and logo of The Johns Hopkins University and the School of Education.

5. The School of Education will regularly review and revise its Intellectual Property Policy, disseminate it to full-time and part-time faculty and staff, and integrate it into faculty orientation activities.

C. Faculty

Faculty members serve the School of Education within a specific set of expectations, depending on their full-time or part-time affiliation with the School.
1. Full-time Faculty

Full-time faculty members are appointed for term contract periods. General responsibilities of full-time faculty are outlined below under Faculty Policies. Specific responsibilities of full-time faculty regarding the development and use of intellectual property are:

(a) Early Disclosure
The most important obligation of full-time faculty is early disclosure to their Dean, Division Director, or Department Chair of their activities and developments designed to use information technologies. In particular, full-time faculty should disclose efforts and obtain appropriate approvals in writing when those outside the University are proposing to pay them to develop new teaching content or new media technologies for commercial use, or to teach current Hopkins courses at other institutions.

(b) Use of Material Protected by Copyright
Full-time faculty are required to obtain in writing any necessary permissions from copyright owners to use material protected by copyright in courses, except for uses permitted by the exceptions and limitations included in federal copyright law. Consultation with the Johns Hopkins University Office of General Counsel and/or the Johns Hopkins University libraries is encouraged.

(c) Inventions
Full-time faculty are expected to comply with The Johns Hopkins University Intellectual Property Policy.

2. Part-time Faculty

General responsibilities of part-time faculty with Instructional Contracts are outlined below under Faculty Policies. Part-time faculty members
are retained to bring a specific set of knowledge and expertise and, in some cases, previously developed course materials, to the classroom. Specific responsibilities of part-time faculty regarding the development and use of intellectual property are:

(a) Use of Material Protected by Copyright
Part-time faculty members are required to obtain in writing any necessary permissions from copyright owners to use material protected by copyright in courses, except for uses permitted by the exceptions and limitations included in federal copyright law. Consultation with the Johns Hopkins University Office of General Counsel and/or the Johns Hopkins University libraries is encouraged.

(b) Submission of Syllabus
Part-time faculty members are expected to submit a copy of their syllabus to their Division Director, Department Chair, or Program Director.

3. Developers
Developers are individuals retained to: (1) develop a specific set of deliverables (course and instructional materials) for University ownership and use within the School of Education; or (2) provide specific consulting services for instructional development. Responsibilities of developers with Development Contracts regarding the creation and use of intellectual property are:

(a) Early Disclosure
The most important obligation of individuals with Development Contracts is early disclosure to their Division Director, Department Chair, or Program Director of their plans and activities designed to use information technology for instruction.

(b) Use of Material Protected by Copyright
Developers are required to obtain in writing any necessary permissions from copyright owners to use material protected by copyright in courses.

III. COPYRIGHT OWNERSHIP OF COURSE MATERIALS

A. Full-time Faculty

1. Under the provisions of domestic and foreign copyright laws, the University reserves the right to obtain title to the intellectual property developed by full-time faculty as part of their usual teaching, service, and/or research activities - i.e., developed as a result of University support either directly from, or channeled through, the University. However, the University waives any work-made-for-hire rights it may have in conventional works of faculty authorship prepared for potential publication outside of the University (e.g., journal articles, texts), unless such material was prepared at the direction of the University for University use or is a deliverable under an agreement between the University and another party. All revenues received from tuition or other sources based on University courses and their content shall belong to the University.

2. Full-time faculty who develop course materials as part of their usual teaching, service, and/or research activities are granted a non-exclusive, royalty-free license to use these materials in any of their teaching or other scholarly functions both within and outside the University. The University retains all other proprietary rights.

3. Full-time faculty may assign copyright to a publisher of a traditional work of authorship (i.e., textbook, book chapter, or journal article) provided a University approved “Reservation of Rights” for the author and the University is included in the agreement (see Appendix D, Reservation of Rights).
4. When a full-time faculty member leaves the University, or for any other reason is not available to teach a course s/he develops, the University retains the right to use and revise materials developed for the course, provided appropriate acknowledgement is attributed to the faculty author.

B. Part-time Faculty with Instructional Contracts
Part-time faculty retained for their specific knowledge and expertise, with previously developed curriculum and course materials, remain sole owners of their materials.

C. Developers with Development Contracts
When individuals sign Development Contracts to create specific deliverables (course and instructional materials) for use within School of Education, or to provide specific consulting services for instructional development, they acknowledge that The Johns Hopkins University is the copyright owner of all resulting deliverables as works-made-for-hire.

IV. POLICY IMPLEMENTATION
Responsibility for implementation and enforcement of the School of Education Intellectual Property Policy resides in the Office of the Dean of the School of Education.

V. OTHER PROVISIONS
A. Use of Course Syllabi
The School of Education reserves the right to make available to students and others syllabi for all School of Education courses, in print or digital format.

B. Research
The University shall enter into a research contract or other binding commitment only to perform work that can reasonably be expected to be
publishable, provide educational opportunities, and/or be in the public interest.

C. Publication
The University shall enter into contracts or other binding commitments to conduct research and training only if they permit the disclosure and publication of research.

D. Confidentiality
The faculty member shall not undertake any research project at Johns Hopkins University in which the sponsor:
1. Prohibits the faculty member from disclosing the existence of the agreement; or
2. Prohibits or unreasonably restricts the faculty member's public disclosure of information developed by that faculty member.

E. Use of the University's Name
All written or broadcast material containing the University's name for advertising, marketing, or other promotional purposes shall be submitted for approval to the Assistant Dean for Communications and Public Affairs, and the Dean, prior to use of such material. A statement on the use of the University's name shall be included in all appropriate contracts between industry (company) and the University.

VI. DEFINITIONS

Copyright
A form of intellectual property. Copyright exists in original works of authorship fixed in any tangible medium of expression. Works of authorship include the following categories:
1. Literary works
2. Software
3. Musical works
4. Pictorial, graphic, and sculptural works
5. Motion pictures and other audiovisual works
6. Sound recordings

Copyright gives its owner the exclusive right to reproduce copies, to prepare derivative works based upon the copyrighted work, to distribute copies, as well as other rights.

**Course Materials**
(See Deliverables)

**Course Products**
Materials produced by students and/or faculty during a course, including databases, software, Web pages, and case studies. Materials are owned by the University, and may be used during the course with the Copyright symbol and notice asserting Johns Hopkins University ownership, hot-linked to the School of Education Intellectual Property Policy posted on the School of Education Web site.

**Deliverables** (also called Course Materials)
Materials developed at the request of the University for University ownership. Examples of such materials include, but are not limited to: syllabi, lecture notes, case studies, course handouts, illustrations, or technology-enhanced materials (e.g., databases, Web sites, etc.) developed with the demonstrated support, by or through, The Johns Hopkins University. Such support may consist of University staff, courseware, networks or servers, grants, sponsorships, or other tangible resources.

**Developer**
An individual retained to: 1) develop a specific course and instructional materials (deliverables) for use within School of Education; or 2) provide consulting services for instructional development within the School of Education.

**Development Contract**
A contractual agreement whereby the School of Education retains the services of an individual to develop curriculum and instructional materials (deliverables) for a specific course. The contract recognizes The Johns Hopkins University as
copyright owner of course materials as works-made-for-hire. If the School of Education wishes to retain the developer to deliver the course he or she has developed, an Instructional Contract also must be used. (See Instructional Contract.)

Employee
For the purposes of the School of Education Intellectual Property Policy, employment means that an individual receives support from the University including compensation as the result of an employer-employee relationship with the University. In addition, individuals who may not be receiving support or compensation but whose affiliation with the University may place them in a position of conflict between personal and University interests are identified as “employees” for the purposes of this policy.

Faculty Associate
Part-time adjunct faculty in the School of Education. Faculty Associates are considered employees of The Johns Hopkins University.

Full-time Faculty
All full-time professorial faculty and instructors with term contracts with the School of Education.

Instructional Contract
A contractual agreement whereby the School of Education engages the instructional services of a faculty associate for a given course, and recognizes him/her as sole owner of course materials for that course.

Intellectual Property
Any new and useful process, machine, composition of matter, life form, article of manufacture, software, copyrighted work, or tangible property.

License
Within the context of this Policy, a contract that awards to a party other than the owner(s) of the copyright the right to reproduce, use, or sell the copyrighted material. Licenses may be awarded on an exclusive or non-exclusive basis and
may provide for payment of fees, royalties, or other income to the owners(s) of the copyright.

**Part-time Faculty**
(See Faculty Associates)

**Reservation of Rights**
(for Journal Articles) A document to be included in agreements between faculty/authors and publishers that asserts retention of certain rights for the faculty/author and for The Johns Hopkins University.

**Scope of Employment**
Acts done in the furtherance of the employer’s business for the accomplishment of the purpose for which the employee is hired. The term includes acts that the employee has been directed to do by the employer, as well as any act that can reasonably and fairly be said to be a natural incident of employment, or logically and naturally connected therewith.

**University Support**
Financial or other support, regardless or origin, that is used in the discovery or development of course materials, and is provided through University channels. Provision of an appointment shall not in and of itself be construed as University support for purposes of this definition.

**Work-Made-for-Hire**
A work prepared by an employee within the scope of his or her employment. The employer or other person for whom the work was prepared is considered to be the copyright owner.