

**Memorandum of Agreement
Intellectual Property and Scholarly Works**

Preamble

The creation of Intellectual Property and Scholarly Works is one of the primary ways the University fulfills its mission of contributing to the body of knowledge for the public good. The University encourages the creation of original works of authorship and the free expression and exchange of ideas.

- D. The University recognizes and affirms the tradition in higher education that Scholarly Works are owned by the faculty member authoring them rather than the employing educational institution, even if they otherwise come within the scope of sections A.1 above. Faculty ownership of such Scholarly Works may be affected by the terms of agreements with third party sponsors, as set for in section C above.
- E. All Scholarly Works created by Members of the Bargaining Unit within the scope of employment shall be owned by the Author. Scholarly Works are not considered “works made for hire” under this Agreement.
- F. The University shall retain a non-exclusive, perpetual, and royalty-free right to use the Scholarly Works for pedagogical, scholarly, research, or administrative purposes, unless the Author specifically demonstrates that such royalty-free use significantly impairs the Authm

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- A. When a Member of the Bargaining Unit owns the Intellectual Property or Scholarly Work, such Member shall have the right to determine the licensing, marketing and/or use of such work and shall retain all royalties or other benefits from any commercialization of said Property or Work. However, the University shall have a right to use said Intellectual Property or Scholarly Work free of royalties and other charges, unless the employee can specifically demonstrate that such royalty-free use significantly impairs the creator's right to commercialize the property, work, or invention, or unless there is a mutual written agreement between the University and the Inventor or Author regarding shared ownership of the Intellectual Property.
- B. When the University owns the Intellectual Property, the University shall have the right to determine the licensing, marking and/or use of such work and shall retain all royalties or other revenue and benefits from the commercialization of such work, unless there is a mutual written agreement between the University and the Inventor or Author regarding shared ownership of the Intellectual Property.
- C. If the Intel2&u)8 Tc(B.),1.217(2&u)8 T1 11 Tf123(t)5(u)-11(a)-11(l)-4()5(P)8)-7(o)11(p)-11(e)11(r)

\$20,001-\$500,000	50%	10%, 15%, 25%
\$500,001 + Above	30%	15%, 25%, 30%

IV. Appeals – Intellectual Property Ownership Rights Committee

- A. The Intellectual Property Rights Committee is an ad hoc committee, which shall be called into session by the President or designee at such time when an appeal has been made regarding any disputes under this Agreement, or as provided in Article XXXIV in the Master Agreement. The Committee is composed of four members. The Committee is authorized to consider disputes arising from any provision of this A

