

1 UNITED ACADEMICS PROPOSAL

2  
3 RESEARCH SUPPORT AND ~~COPYRIGHT~~ INTELLECTUAL PROPERTY

4  
5 BRIDGE FUNDING

6 Section 1. External Funding Bridge Pool. Effective September 16, 2022, the Employer shall  
7 make available annually a pool of funds equivalent to 1% of the previous year’s recovered F&A  
8 costs for the purposes of providing bridge funding to assist research faculty who are between  
9 externally funded research grants. Research bridge funding can include up to nine months of  
10 salary support for essential personnel and operational expenses for labs or other technical  
11 support. Bridge funding may not be used for the purposes of supporting summer salary for a 9-  
12 month employee.

13  
14 The Employer is not obligated to distribute the entirety of this pool in a given fiscal year.  
15 Decisions to award bridge funding and the amount of support to be given to a particular applicant  
16 will be made by the Office of Research in consultation with the Dean of the college and the  
17 center or institute director, if applicable.

18  
19 ADDITIONAL RESEARCH SUPPORT

20 Section 2: FRA/RA Job Exchange. Bargaining unit members with a current appointment in a  
21 Fixed-Term Research position, or who were employed in an appointment in a Fixed-Term  
22 Research position within the previous two months, can be hired into an open Fixed-Term  
23 Research position via the FRA/RA Job Exchange without the need to conduct an open search.

24  
25 Effective September 16, 2022, the Employer will compile a list of all open Fixed-Term Research  
26 positions and make this list available and searchable through the OSU Jobs website.

27  
28 Section 3. The Employer will provide at least three months’ notice to United Academics prior to  
29 discontinuing the current practice of providing a three-credit discount of graduate tuition charged  
30 to external grants and awards to support graduate employees who have reached candidacy.

31  
32 INTELLECTUAL PROPERTY

33 Section 4. General Provisions. Except as modified by this Agreement, the Employer will  
34 comply with applicable university policy regarding bargaining unit members’ intellectual  
35 property, including *Licensing, Patent, Educational, and Professional Materials Development,*  
36 *and Copyright Policies and Procedures.*

37  
38 ~~COPYRIGHT~~

39 Section 4.3. Copyright. Copyright for works produced by bargaining unit members in the course  
40 of their employment is defined as follows:

- 41  
42 a. Academic Work. A bargaining unit member who creates a scholarly or aesthetic work  
43 (“Academic Work”) shall own the copyright in that Academic Work, unless the  
44 bargaining unit member and the Employer have entered into an agreement for the specific  
45 purpose of producing the material for the Employer’s purposes and copyright ownership.

1 For avoidance of doubt, Academic Work does not include work to the extent the work is  
2 Course Material.

- 3
- 4 b. Course Materials. A bargaining unit member who creates course materials for use in for-  
5 credit synchronous or asynchronous teaching, including but not limited to materials used  
6 in preparing, presenting, delivering, and/or assessing a class (“Course Materials”), shall  
7 own the copyright in those course materials when ~~the Employer determines that~~ those  
8 materials were created using the resources typically available to faculty members. Those  
9 resources include the bargaining unit member’s time, salary, Employer-provided  
10 computer or software, and typical administrative support within the academic unit. With  
11 respect to asynchronous teaching, it is understood a bargaining unit member’s use of  
12 facilities, equipment, or staff associated with online teaching is typical, provided that: (i)  
13 the time, technologies, materials, and/or compensation involved are not in excess of that  
14 typically provided for the development of similar courses in the academic College; and  
15 (ii) no agreement to the contrary has been created as a condition of the course  
16 development. Standard Ecampus course development agreements do not constitute such  
17 an agreement ~~when they are entered into for the purpose of developing courses that have~~  
18 ~~not typically been offered more than once per term.~~ **Ecampus course development**  
19 **agreements to create shared unit-wide curriculum may assign copyright to the Employer.**

20

21 The Employer shall have a fully paid-up, royalty-free, perpetual, non-transferrable, and  
22 non-exclusive worldwide license to Course Materials existing within a learning  
23 management system ~~or~~ **and** created under ~~any~~ **formal** agreement for the development of  
24 teaching resources, with the non-exclusive right to revise and update the Course  
25 Materials as desired.

- 26
- 27 c. Notwithstanding anything to the contrary in the above subsections, when ~~the Employer~~  
28 ~~determines that~~ a work is created with the use of Employer facilities and funds in excess  
29 of the typical support generally available to similarly situated faculty members, the  
30 Employer shall own the copyright for that work.

31

32 ~~Institutional Work. The University shall own all copyrights to all work made by a~~  
33 ~~bargaining unit member in the course and scope of their employment except to the extent~~  
34 ~~otherwise provided in this section [for Academic Work or Course Materials].~~

- 35
- 36 d. Nothing in this section authorizes any use of the University logos or trademarks. Each  
37 specific use of a University logo or trademark requires written approval from the  
38 University’s Trademark Licensing Office.