

1 UNITED ACADEMICS PROPOSAL

2
3 INTELLECTUAL PROPERTY

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5 **Section 1. General Provisions.** Except as modified by this Agreement, the Employer will
6 comply with applicable university policy regarding bargaining unit members’ intellectual
7 property, including *Licensing, Patent, Educational, and Professional Materials Development,*
8 *and Copyright Policies and Procedures.*
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10 **Section 2. Educational and Professional Materials.** Bargaining unit members retain the right
11 to royalty free use of all educational and professional materials they develop, including those
12 developed in the course of employment with the use of institutional resources. For the duration
13 of their employment, bargaining unit members retain the right to first refusal to teach any course
14 based on educational and professional materials they develop.
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16 **Section 3. Inventions and Technological Improvements.** The discovery of patentable
17 inventions is not a primary purpose of university research, nor is it a condition for support of
18 such research. The Employer agrees that the bargaining unit member shall have no obligation to
19 seek patent protection for the results of their work or to modify research to enhance patentability.
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21 Bargaining unit members are the owners of the intellectual property rights in any invention or
22 technological improvement that they create in the course of their employment, even if it was
23 produced with university facilities and resources, except in those cases where there is a written
24 contract specific to the given invention or technological improvement which assigns the property
25 to the Employer or a third party. Such a written contract may be appropriate in instances where
26 the invention or technological improvement has been specifically commissioned by the
27 Employer or a third-party grant or contract.
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29 As owner of their intellectual property, a bargaining unit member who has conceived or
30 developed an invention, improvement, design, or development shall have the sole right to decide
31 whether to seek a patent or to allow the public use of their invention, improvement, design, or
32 development, except in those cases where there is a written contract which assigns property to
33 the Employer or a third party.
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35 Bargaining unit members have the right to United Academics representation in all negotiations
36 leading to written agreements or contracts under this Section.
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38 **Section 4. Commercialization.** A bargaining unit member who has conceived or developed an
39 invention or technological improvement shall have the sole right to decide whether, by what
40 means, and on what terms to produce or market the invention or technological improvement
41 except in those cases where there is a written contract to the contrary which assigns such rights
42 to the Employer or a third party. Such a written contract may be appropriate in instances where
43 the invention, improvement, design, or development has been specifically commissioned by the
44 Employer or a third-party grant or contract.
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1 Bargaining unit members who intend to commercialize an invention or technological
2 improvement shall report the findings to the Office of Commercialization and Corporate
3 Development. Bargaining unit members engaging with the Office of Commercialization and
4 Corporate Development have the right to representation by United Academics in all meetings
5 pertaining to commercialization, ownership, and royalty sharing.
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7 **Section 5. Right to Disclose Risks.** Bargaining unit members have the absolute right to publicly
8 disclose information about risks to research participants or the general public or threats to the
9 public interest that become known in the course of their research.