

1 Oregon State University Proposal
2 Negotiations with UAOSU
3 May 22, 2020

4
5 **RESEARCH SUPPORT AND SCHOLARSHIP**
6

7 **BRIDGE FUNDING**

8 **Section 1. External Funding Bridge Pool.** Effective September 16, 2022, the Employer shall make available
9 annually a pool of funds equivalent to 1% of the previous year’s recovered F&A costs for the purposes of
10 providing bridge funding to assist research faculty who are between externally funded research grants.
11 Research bridge funding can include up to nine months of salary support for essential personnel and
12 operational expenses for labs or other technical support. ~~Personnel support will be the priority in~~
13 ~~awarding bridge funding.~~ Bridge funding may not be used for the purposes of supporting summer salary
14 for a 9-month employee.
15

16 The Employer is not obligated to distribute the entirety of this pool in a given fiscal year. Decisions to
17 award bridge funding and the amount of support to be given to a particular applicant will be made by the
18 Office of Research in consultation with the Dean of the college and the center or institute director, if
19 applicable.
20

21 **ADDITIONAL RESEARCH SUPPORT**

22 **Section 2: FRA/RA Job Exchange.** Effective September 16, 2022, the Employer will compile a list of all
23 open Fixed-Term Research positions and make this list available and searchable through the OSU Jobs
24 website.
25

26 ~~Effective upon full execution of the Agreement, B~~ Bargaining unit members with a current appointment in
27 a Fixed-Term Research position, or who were employed in an appointment in a Fixed-Term Research
28 position within the previous ~~one~~ six months, can be hired into an open Fixed-Term Research position via
29 the FRA/RA Job Exchange without the need to conduct an open search.
30

31 ~~**Section 3. Return of Recovered F&A to Principal Investigators.** When permitted by a grant or award, a~~
32 ~~portion of recovered F&A costs generated from an externally funded grant or award may be returned~~
33 ~~directly to the principal investigator (PI) of that grant. This money may be used at the discretion of the PI~~
34 ~~in support of research.~~
35

36 ~~**Section 4. Discounted Tuition for Graduate Employees.** For the duration of the contract (insert contract~~
37 ~~dates), the Employer will continue the current practice of providing a three credit discount of graduate~~
38 ~~tuition charged to external grants and awards to support graduate employees who have reached~~
39 ~~candidacy.~~
40

41 **INTELLECTUAL PROPERTY**

42 **COPYRIGHT**

43 **Section 3.** Copyright for works produced by bargaining unit members in the course of their employment
44 is defined as follows:
45

46 (a) **Academic Work.** A bargaining unit member who creates a scholarly or aesthetic work (“Academic
47 Work”) shall own the copyright in that Academic Work, unless the bargaining unit member and the
48 University have entered into an agreement for the specific purpose of producing the material for the

1 University's purposes and copyright ownership. For avoidance of doubt, Academic Work does not include
2 work to the extent the work is either Course Material or Sponsored Work.

3
4 (b) Course Materials. A bargaining unit member who creates course materials for use in for-credit
5 synchronous or asynchronous teaching, including but not limited to materials used in preparing,
6 presenting, delivering, and/or assessing a class ("Course Materials"), shall own the copyright in those
7 course materials when the Employer determines that those materials were created using the resources
8 typically available to similarly situated faculty members. Those resources include the bargaining unit
9 member's time, salary, University-provided computer or software, and typical administrative support
10 within the academic unit. With respect to asynchronous teaching, it is understood a bargaining unit
11 member's use of facilities, equipment, or staff associated with online teaching is typical, provided that: (i)
12 the time and/or compensation involved are not in excess of that typically provided for the development
13 of similar single-section courses in the academic College; and (ii) no agreement to the contrary has been
14 created as a condition of the course development. The University shall have a fully paid-up, royalty-free,
15 perpetual, and non-exclusive worldwide license to Course Materials with the non-exclusive right to revise
16 and update the Course Materials as desired.

17
18 (c) Notwithstanding anything to the contrary in the above subsections, when the Employer determines
19 that a work is created with the use of University facilities and funds in excess of the typical support
20 generally available to similarly situated faculty members, the University shall own the copyright for that
21 work.

22
23 (d) Sponsored Work. The University shall own all copyrights to all work produced by or through a
24 bargaining unit member related to a written agreement between the University and an external sponsor
25 ("Sponsored Work") unless the sponsored agreement states otherwise.

26
27 (e) Institutional Work. The University shall own all copyrights to all work made by a bargaining unit
28 member in the course and scope of their employment except to the extent otherwise provided in this
29 section [for Academic Work, Course Materials, or Sponsored Work].

30
31 (f) Nothing in this section authorizes any use of the University logos or trademarks. Each specific use of a
32 University logo or trademark requires written approval from the University's Trademark Licensing Office.

33
34 ~~Section 1. General Provisions.~~ Except as modified by this Agreement, the Employer will comply with
35 applicable university policy regarding bargaining unit members' intellectual property, including *Licensing,*
36 *Patent, Educational, and Professional Materials Development, and Copyright Policies and Procedures.*

37 -
38 ~~Section 2. Educational and Professional Materials.~~ Bargaining unit members retain the right to royalty
39 free use of all educational and professional materials they develop, including those developed in the
40 course of employment with the use of institutional resources. For the duration of their employment,
41 bargaining unit members retain the right to first refusal to teach any course based on educational and
42 professional materials they develop.

43 -
44 ~~Section 3. Inventions and Technological Improvements.~~ The discovery of patentable inventions is not a
45 primary purpose of university research, nor is it a condition for support of such research. The Employer
46 agrees that the bargaining unit member shall have no obligation to seek patent protection for the results
47 of their work or to modify research to enhance patentability.

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1 ~~Bargaining unit members are the owners of the intellectual property rights in any invention or~~
2 ~~technological improvement that they create in the course of their employment, even if it was produced~~
3 ~~with university facilities and resources, except in those cases where there is a written contract specific to~~
4 ~~the given invention or technological improvement which assigns the property to the Employer or a third~~
5 ~~party. Such a written contract may be appropriate in instances where the invention or technological~~
6 ~~improvement has been specifically commissioned by the Employer or a third-party grant or contract.~~
7 ~~-~~
8 ~~As owner of their intellectual property, a bargaining unit member who has conceived or developed an~~
9 ~~invention, improvement, design, or development shall have the sole right to decide whether to seek a~~
10 ~~patent or to allow the public use of their invention, improvement, design, or development, except in those~~
11 ~~cases where there is a written contract which assigns property to the Employer or a third party.~~
12 ~~-~~
13 ~~Bargaining unit members have the right to United Academics representation in all negotiations leading to~~
14 ~~written agreements or contracts under this Section.~~
15 ~~-~~
16 ~~**Section 4. Commercialization.** A bargaining unit member who has conceived or developed an invention~~
17 ~~or technological improvement shall have the sole right to decide whether, by what means, and on what~~
18 ~~terms to produce or market the invention or technological improvement except in those cases where~~
19 ~~there is a written contract to the contrary which assigns such rights to the Employer or a third party. Such~~
20 ~~a written contract may be appropriate in instances where the invention, improvement, design, or~~
21 ~~development has been specifically commissioned by the Employer or a third-party grant or contract.~~
22 ~~-~~
23 ~~Bargaining unit members who intend to commercialize an invention or technological improvement shall~~
24 ~~report the findings to the Office of Commercialization and Corporate Development. Bargaining unit~~
25 ~~members engaging with the Office of Commercialization and Corporate Development have the right to~~
26 ~~representation by United Academics in all meetings pertaining to commercialization, ownership, and~~
27 ~~royalty sharing.~~
28
29 ~~**Section 5. Right to Disclose Risks.** Bargaining unit members have the absolute right to publicly disclose~~
30 ~~information about risks to research participants or the general public or threats to the public interest that~~
31 ~~become known in the course of their research.~~