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.

- A. "Author" means a member of the University Community who authors or co-authors a copyrightable work.
- B. "Digital Delivery Infrastructure" means the digital material or software platform produced or procured by University staff for offering an online course, including digital course shells, graphical interface, audio and video delivery systems, enhancement of visual content and other delivery components.
- C. "Incidental use" means normal academic use of University Resources commonly available to a member of the University Community, such as the use of an employee's office space, computer, secretarial or administrative services, Internecriv

"Intellectual Property" is defined as all forms of tech

and photographic, video, and audio works. A mask work is a visual representation of a semiconductor chip. A trade or service mark is a word, name, symbol, or device used by an organization to identify its goods or services. Tangible research property includes matter such as biological materials, prototype devices, and engineering designs. Protectable data includes the recorded factual material as well as supporting materials such as experimental protocols and code written for statistical analyses commonly accepted in the scientific community as necessary to validate research findings. Some types of Intellectual Property, such as computer software, may be subject to protection under both patent and copyright laws. There may be additional types of work that fall under these categories of intellectual property.

- E. "Invention" means any potentially patentable new and useful process, machine, manufacture or composition of matter or any new and useful improvement to the same.
- F. "Inventor" means a member of the University Community who participates in the conception of a patentable invention.
- G. "Member of the Bargaining Unit" means a member of the Stockton Federation of Teachers, Local 2275, who is employed by Stockton University as defined in Article

- 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) To[B.),1.217(2&u) T1 11 Tf123(t)5(u)-11(a)-11(l)-4()5(P)&)-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

