

ARTICLE 43
INTELLECTUAL PROPERTY

The development of patentable inventions or discoveries is not the primary purpose of the research activities of Western's faculty. However, certain patentable inventions and discoveries may result from such work. To provide incentive for the development and utilization of discoveries arising out of University research, with the assurance that such inventions will not be used in a manner contrary to public interest, it is agreed that:

43.§1 **SHARED ROYALTIES**

43.§1.1 Bargaining unit faculty members whose activities lead to a patentable invention when the activities are part of the work for which Western is paying the faculty member (from any source) or the activities involve the use of any University **personnel, facilities, services, or equipment, or funding/support** ~~space or equipment~~ shall share equally with Western in any royalties derived from such patents.

43.§1.2 Bargaining unit faculty members whose activities lead to a patentable invention or copyrightable material when the activities are a part of work performed for which Western is not paying the faculty member (from any source), and no University **personnel, facilities, services, equipment, or funding/support** ~~is space or equipment is~~ used, shall be entitled to any or all royalties derived from such patents or copyrights.

43.§1.3 Western shall make a claim for royalties for textbooks, scholarly books, or other written or web-based materials, and copyrightable material successfully published by bargaining unit faculty member while in the employ of the University only when such material was prepared at the request of the University and for which the University provided direct remuneration. The assignment of potential royalties shall be made at the time of the agreement for the work. The preparation of a book while on an approved **leave** for that purpose or other approved leave of absence, in and of itself, does not qualify as direct remuneration by the University for an assignment.

43.§1.4 Contributions by members of the faculty to the profession and the discipline and the transmittal to students of such personal scholarly endeavor is an important facet of the academy. Faculty and the Administration recognize that the inherent and potential conflict of interest when faculty authors select materials that they have developed or authored for use in classes which they teach cannot be avoided, but the donation of the royalties of such sales to student support programs at least recognizes an attempt to assuage those feelings which may result from a perceived conflict of interest. Nothing in this article compels either acknowledgment of royalties or a donation of those royalties to the University. Rather, this article recognizes the potential goodwill of donations of the royalties of such sales to the "faculty author's scholarship fund" or the University library endowment fund or other department, college, or University programs which support students and the academic enterprise. However, the sale, lease and/or rental of

educational materials by faculty to students enrolled in their classes, without the explicit permission of the department or college administrator is prohibited.

43.§2 RIGHTS

43.§2.1 Name and Logo. The name of the University shall not be used in connection with any campaigns, typically characterized by a large number or repetition of communication and/or size of audience, without prior written permission from the Vice President for **Marketing and Strategic Communication** ~~Business and Finance~~. This restriction applies to the use of the name, letterhead, seal, logo, mascot and all other marks associated with the University on any commercial publications, product promotion, expressed opinion, or political action.

43.§2.2 Sponsoring Agency. In any instance where the provisions of this article are in conflict with any agreement with a sponsoring agency, the agreement with the sponsoring agency shall govern only if both Western and the bargaining unit faculty member have signed the agency agreement.

43.§2.3 Option to Rights. Either party (the bargaining unit faculty member or Western) may waive its rights under this article if it so chooses. The Vice President for **Research and Innovation** ~~Business and Finance~~ will have the authority to act for Western in this matter.

43.§3 OWNERSHIP RIGHTS

43.§3.1 Copyright ownership of textbooks, manuscripts, creative works, and other scholarly works, including course materials created by the faculty member(s) shall be owned by the faculty member(s) except as otherwise set forth in this Article. Such materials or scholarly works shall include but not be limited to books, journal articles, research studies, syllabi, distance learning courses, workbooks, courses, course presentations, computer-assisted instructional content, course content development, examinations, tests, and other digital or physical materials created by the faculty member(s).

43.§3.2 Courses and course delivery shall not be recorded (audio-or video-taped or digitally captured) without prior knowledge and consent of the faculty member. **Courses and course delivery may be recorded as part of an approved reasonable accommodation, which requires that the student notify the instructor in advance. Faculty members may further require that the student delete/destroy the recording at the conclusion of the semester/session.** Such recordings are not to be re-used, **published, or distributed in any way** without the written consent of the faculty member.

43.§3.3 A faculty member owns the rights to control his/her scholarly works as identified in 30.§5.1 and 30.§5.2, unless they have executed a written agreement with Western setting forth different terms to the contrary as described in 30.§5.3.

WMU to WMU-AAUP
v. 2
July 8, 2021

Tentative Agreement

WMU: *Nancy M. Brown*

Date: July 14, 2021

WMU-AAUP: *Whitney DeLuca*

Date: July 13, 2021