

## MEMORANDUM OF UNDERSTANDING

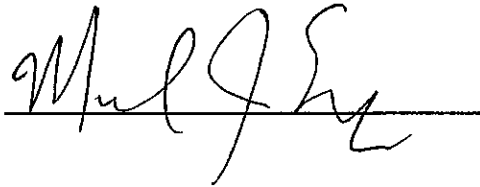
BETWEEN THE  
*UNIVERSITY OF CONNECTICUT*  
AND THE  
*UConn CHAPTER OF THE AAUP*

**This Memorandum of Understanding is entered into between the University of Connecticut (“University”) and the UConn Chapter of the American Association of University Professors (“AAUP”), collectively the “Parties”, on this 28<sup>th</sup> day of March, 2012, as follows:**

- I. The Parties hereby agree that, with regard to online instruction at the University:
  - A. The attached *Online Instruction Intellectual Property Agreement* (“Original Online Agreement”) shall be in force only for one (1) calendar year commencing on the effective date of this Memorandum as indicated above.
    1. The Parties shall be obligated to negotiate and agree upon a successor agreement to the extent required by the State Employee Relations Act, Conn. Gen. Stat. Sec.5-270 *et seq.*, and the AAUP collective bargaining agreement prior to, or upon expiration of, the Original Online Agreement.
    2. AAUP bargaining unit members who sign the Original Online Agreement shall, when settlement on a successor agreement is achieved, be allowed to select which agreement shall apply to their online courses up to that point.
    3. The successor agreement and any applicable University policies and procedures not modified by the successor agreement shall otherwise govern all online courses subsequent to its adoption.
  - B. The AAUP retains the right to demand to bargain over online instructional issues, including, but not limited to: compensation, instructional design and other forms of University support, intellectual property and copyrights, the definition of an online course, appropriate use and reuse, quality and maintenance, and the particulars of any overall *Online Instruction Intellectual Property Policy* or the equivalent.
    1. This Memorandum in no way constitutes a waiver of the AAUP’s right to negotiate the aforementioned matters upon notice to the University in the form of a demand to bargain. This Memorandum in no way obligates the University to negotiate non-mandatory or permissive subjects of bargaining except to the extent required by the AAUP collective bargaining agreement.
    2. This Memorandum shall not be precedent-setting or binding upon the Parties beyond its own terms.

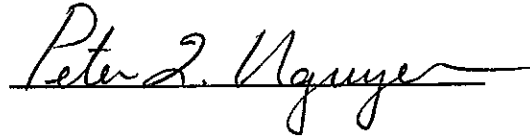
**Agreed to by:**

*For the University*

A handwritten signature in black ink, appearing to read "Michael J. Eagen", written over a horizontal line.

**Michael J. Eagen**  
**University Chief Negotiator**

*For the AAUP*

A handwritten signature in black ink, appearing to read "Peter Q. Nguyen", written over a horizontal line.

**Peter Q. Nguyen**  
**AAUP Chief Negotiator**

# Online Instruction Intellectual Property Agreement

This is an agreement between the University of Connecticut (“University”) and \_\_\_\_\_ (“Faculty Member”) establishing the terms and compensation for the development and teaching of online courses on behalf of the University. The agreement derives from and is supplemental to, the UConn Policy on Online Instruction Intellectual Property (“Policy”).

For consideration, Faculty Member agrees to develop [name of course] (“Course”) for delivery online to enrolled UConn students.

Faculty Member and University recognize each other’s independent and mutual rights under Policy and agree to abide by the terms of Policy.

Faculty Member agrees to Policy and the terms established in Policy. Faculty Member agrees to the division of intellectual property rights, as defined by Policy and articulated here.

## **Schedule**

University and Faculty Member agree to apply all diligence and quality of work to complete development of Course by [date].

## **Use of Copyrighted Materials**

Faculty Member agrees that all materials collected and employed in Course by Faculty Member, whether written or visual or audio, have been cleared for use in Course, and that Faculty Member owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

University agrees that all materials collected and employed in Course by University, whether written or visual or audio, have been cleared for use in Course, and that University owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

Faculty Member agrees that every use of each individual item of copyrighted work comply with all applicable laws, contracts, and licenses. Faculty Member also agrees that each use obtained by Faculty Member includes permissions for online uses for a minimum of five years.

## **Ownership**

University agrees that Faculty Member has rights to his or her intellectual property, particularly Faculty Member’s preexisting work that is incorporated into the course. University agrees that Faculty Member retains all rights of ownership in such materials. Faculty Member agrees, however, to grant the University a non-exclusive, royalty-free license to use the material as part of the course. University agrees that Faculty Member retains all other rights of ownership to the work and will be credited and acknowledged in all University uses of the work.

The Faculty Member retains the right to use the substantive content of the course materials, without further consent or approval of University, in any scholarly or creative works. In particular, the Faculty Member retains the right to use the content in textbooks, journal articles, conference presentations, consulting projects, other scholarly works or professional activities, and in courses at other universities if the Faculty Member has left the full-time employment of the University of Connecticut. The University grants to Faculty Member the right of first refusal to teach the course during the term and place required by the University.

**Transferability**

The course may not be licensed, sold, or in any way transferred to a third party without written permission from the Provost’s office and written consent from the Faculty Member and any authors of copyrighted works included in the course.

**Rights Reserved by University**

The University retains, at a minimum, the following rights; however, this list should not be considered to include all of the rights reserved to the University:

1. A license and the right to use the course for credit and non-credit instruction without payment of any royalties, fees, or residuals to the course authors/developers, nor payment of any kind to any third parties holding copyright to elements used in the course except as provided by negotiated licenses or contracts.
2. The right to maintain continuity beyond the original creation by creating derivative works to keep the content current and relevant, and to maintain the usefulness and quality of the course materials as a University instructional offering, and the right to use the course beyond the involvement of the original author/developer.

**Quality, Clarity and Currency Assurance**

Faculty Member agrees to take full responsibility for

1. the substantive and intellectual content of the course materials, both at the time of their production and in subsequent uses; Faculty Member agrees to deliver accurate and current information and content, using current best practices in online teaching and education.
2. maintaining the content for accuracy, currency, and clarity of presentation when the Faculty Member teaches this course at UConn.

For the University of Connecticut:

Faculty Member:

\_\_\_\_\_

\_\_\_\_\_

[Printed name]

[Printed name]

\_\_\_\_\_

\_\_\_\_\_

Date

Date