

The Union reserves the right to modify, subtract, delete or add to any of these proposals at any time. In some cases, whether or not explicitly noted, the Union's proposals are merely clarifications of existing rights and/or practices and should not be taken as admissions that the Union does not already possess such rights or that the practices do not exist.

ARTICLE __

INTELLECTUAL PROPERTY

1. Traditional Works of Scholarship.

- 1.1.** For the purpose of this article, "Traditional Works of Scholarship" means copyrightable works created as part of a Contract Faculty Member's scholarly, artistic, or professional practice. By way of illustration, Traditional Works of Scholarship include, but are not limited to: traditional textbooks in print or digital format, journal articles, research bulletins, monographs and other scholarly publications, non-commissioned creative works of art, including music, lyrics, photographs, poetry, choreography, works of fiction, plays, architectural works, sculpture, pictorial and graphic works, motion pictures, and sound recordings.
- 1.2.** Traditional Works of Scholarship created by Contract Faculty Members shall not be considered "works for hire" and the intellectual property shall be owned by the creator. The intellectual property of Traditional Works of Scholarship created by multiple people shall be owned by each of those creators.
- 1.3.** Notwithstanding paragraphs 1.1 and 1.2, when work is created institutionally and created at the direction of and commissioned by ~~NYU the University~~, **NYU the University** may claim ownership of its intellectual property, provided that the author's work is as a team member in an NYU project involving other NYU employees or students that has made substantial use of university resources in the creation of the Traditional Work of Scholarship.

2. Instructional Media.

- 2.1.** For the purpose of this article, "Instructional Media" means the following: material used or created as content for courses, instruction and/or programs using any form of media, including print, in-person delivery, over the World Wide Web or using other forms of electronic media, video including videotaping, audio including audiotaping, television broadcast, or radio broadcast, as well as forms of transcription or media in existence or that may arise in the future. By way of illustration, Instructional Media include, but are not limited to, the course title and course syllabus, course reading lists, lectures and lecture notes, course materials, handouts, problems and examples, course presentation materials

(such as content made available to students through learning management systems such as Brightspace, Blackboard, Powerpoint, and similar programs, platforms and/or technologies), and course tests and examinations.

- 2.2. The copyright of all Instructional Media shall be owned by the Contract Faculty Member who created those Instructional Media. If Instructional Media are jointly created by two or more faculty members, the rights to those Instructional Media will be determined for each creator separately. Contract Faculty Members shall not be required to license their Instructional Media, and the **Employer University** hereby cancels any license it currently holds.
- 2.3. NYU may obtain the copyright of Instructional Media from a Contract Faculty Member by written agreement between the Contract Faculty Member and the **Employer Administration** only if one or more of the following conditions exist:
 - 2.3.1. The **Employer Administration** has provided a Contract Faculty Member with additional monetary compensation (beyond the Contract Faculty Member's normal salary) to create Instructional Media. If Instructional Media were created using internal or external grants or research funds, the copyright remains with the Contract Faculty Member unless the terms of the grant or research agreement stipulate otherwise; or
 - 2.3.2. The **Employer Administration** has provided a course release in exchange for developing Instructional Media; or
 - 2.3.3. As part of a Contract Faculty Member's job duties, described in their appointment letter, the Contract Faculty Member coordinates a course taught by multiple instructors of record and creates Instructional Media to be delivered by multiple instructors of record.
- 2.4. **NYU The Administration** may make use of Instructional Media as needed to maintain University accreditation and meet legal and compliance obligations.
- 2.5. Except as provided in paragraph 2.3 above, the **Employer Administration** may not supply Instructional Media to, or knowingly permit their use by, any person to teach a course without the written permission of the Contract Faculty Member who owns the copyright to such Instructional Media.
- 2.6. The **Employer Administration** shall not record or permit to be recorded in any format any courses, lectures, office hours, advising meetings, tutoring sessions, Writing Center appointments, talks, or workshops of any Contract Faculty Member, without that Contract Faculty Member's written consent. The copyright to any recording, authorized or unauthorized, shall be owned by the Contract Faculty Member. The **Employer Administration** may not supply any such

recording to, or knowingly permit their use by, any person to teach a course without the written permission of the Contract Faculty Member who owns the copyright to it.

3. Other Intellectual Property.

- 3.1.** Except as modified herein, University Statement of Policy on Intellectual Property as of December 15, 2021, is incorporated into this Agreement and appended as Appendix _.
 - 3.2.** Following the procedures of shared governance, **including consideration and review by the full Continuing Contract Faculty Senators Council, NYU the Administration** may amend ~~the~~ University Statement of Policy on Intellectual Property as it applies to Contract Faculty Members to the advantage of Contract Faculty Members but shall not amend it to the disadvantage of Contract Faculty Members.
- 4.** For the avoidance of doubt **and in accordance with New York State Labor Law 203-F**, NYU shall have no ownership interest in any intellectual property produced outside the scope of a Contract Faculty Member's employment.