

Know Your Rights!

Intellectual Property Rights

Article XX of the [CBA](#) outlines the Intellectual Property Rights of Faculty at Kent State University.

- **The University does not assert any claim or ownership interest in scholarly works created by a Faculty member in the fulfillment of the Faculty member's normal duties and responsibilities. These include the following:** textbooks, class notes, class materials (including materials for online courses), research proposals, research articles, research monographs, student theses or dissertations, art, musical or dramatic compositions or performances, poetry, fiction and nonfiction. (CBA Article XX, Sections 2.H and 4.A)
- **University-Sponsored Efforts:** The University is the owner of intellectual property **only when the Faculty member and the University knowingly and voluntarily enter into a written agreement to specifically create or use such specified intellectual property in exchange for additional compensation.** (CBA Article XX, Section 4.B.2)
- **Joint Efforts:** A Faculty member and the University are joint owners of intellectual property **only when they knowingly and voluntarily enter into a specific written agreement to create and use such intellectual property.** Leaves, grants or awards supporting professional development and/or scholarly activity from the University Teaching Council, University Research Council and other units on campus, which are part of the Faculty member's duties and responsibilities as a Faculty member, **shall not be considered compensation for the purposes of establishing University ownership** unless it is the stipulated purpose of the paid leave, grant or award. **The transfer or rights to use intellectual property of Faculty shall not be a condition for access to an award for faculty professional development, nor is it permitted to be included in the evaluation process for competitive awards.** (CBA Article XX, Section 4.B.3)
- **A Compilation:** If the work is a compilation, the Faculty member shall retain all ownership interests of their contribution but by allowing, **by prior written agreement,** their work to become part of the compilation granting a non-exclusive, royalty-free license to the University for use of their contribution. (CBA Article XX, Section 4.B.4)

In situations where there are **no prior written agreements** that are **knowingly and voluntarily** entered into, **the Faculty member retains all Intellectual Property Rights.**

If you have a concern regarding your Intellectual Property, **contact AAUP-KSU at (330) 673-9118 or office@aaupksu.org.**