Memorandum of Understanding between the Rider Chapter AAUP and Rider University

Elaboration of the Definition of "Substantial Use" as used in Article XXIX of the Agreement

The symbiotic nature of the relationship between Rider University and the members of the AAUP bargaining unit produces benefits to both the University and the members. This proposition is as true with regard to scholarship as it is regarding teaching and value. Among those benefits, with respect to scholarship, are enhanced personal and institutional prestige and increased grant support. Consequently, the University wishes to encourage research and other scholarly activities and makes its facilities available to aid in the achievement of these ends, as well as the enhancement of Rider's mission as a "Teaching University."

University facilities to which bargaining unit members are (in the language of Article XXIX of the Agreement) "ordinarily ... entitled"---that is, which are made available in the ordinary course of members' performance of their teaching and scholarly activities---include by way of example:

- An office, equipped as required under Article XXIII (B) of the Agreement;
- A desktop computer in accord with Section XXIII (G) of the Agreement and the relevant policies of Rider's Office of Information Technology;
- Secretarial support per Section XXIII (F) of the Agreement;
- Student assistance, such as via independent studies and other supervised individual student experiences as contemplated under Article XXV (J); student work study assignments and the like;
- The University Libraries and other University-provided information sources;
- Laboratory space and equipment normally available to a particular bargaining unit member;
- Leaves, fellowships, and grants made available by the University which qualified faculty members may apply for and which are awarded on a competitive basis.

However, the AAUP and the University agree that there will be circumstances under which a bargaining unit member's "substantial use" of Rider's resources will give the University the legitimate right to participate in the management, protection, marketing, and financial rewards of specific intellectual property rights. Article XXIX (3) of the Agreement acknowledges this possibility.

However, the AAUP and the University also recognize that no definition of "substantial use" can capture this concept comprehensively and for the duration of even a single, multi-year collective bargaining agreement. Therefore, this M.O.U. is
intended to provide the administration and the bargaining unit members with guidance, and to be revised by mutual agreement of the parties as necessary or advisable during the term of the Agreement.

"Substantial or unusual funds, facilities, or opportunities," as used in Article XXIX(3) refers to support that is not usually made available to bargaining unit members in the ordinary course or performance of their teaching and scholarly activities. Such support includes by way of example:

- Funding provided on a non-competitive basis to develop the intellectual property;
- Release time provided on a non-competitive basis from other duties to work specifically on the development of the intellectual property;
- Prosecution of a patent;
- Development of a business plan;
- Procurement of investment capital;
- Production and/or marketing of a product.

Section 3 of Article XXIX, "Substantial Use of University Resources," is itself a "residual" provision in that Section (1) "Subordination to Other Agreements," and Section (2), "Negotiated Agreements," are likely to capture most situations in which the University will be entitled to participate with the bargaining unit member in the handling and rewards of a particular piece of intellectual property.

- In the first instance, the third-party contract is likely to set out the tri-party relationship regarding any intellectual property resulting from the research.
- In the second, the member is likely to have approached the University, or the University has approached the member, and together they will have agreed, typically in writing, on the nature and scope of the project and Rider's support of it. Neither of these situations implicates Article XXIX (3), except by way of definitional guidance.

Section (2) is sufficiently broad to cover those occasions where a member has already created the intellectual property and is seeking the University's support for such things as:

- Additional research funding to further develop the intellectual property;
- Prosecution of a patent;
- Beta testing of a product;
- Development of a business plan;
- Procurement of investment capital;
- Production and/or marketing of a product.

FOR THE UNION: 

[Signature]

2.28.00

FOR THE UNIVERSITY: 

[Signature]