

Memorandum of Agreement (“MOA”)

between

Ramapo Federation of State College

Teachers and

Ramapo College of New Jersey (the

“College”) On

Intellectual Property and Online Courses

Ownership of Intellectual Property and Scholarly Works¹

1. Intellectual Property created by a member of the bargaining unit is owned by the College at which the member is employed if it is created:
 - (a) when the property is embodied in a scholarly work that the employee is specifically assigned to create or which is the product of compensation by the College pursuant to a written contract (“work made for hire”); or
 - (b) with more than incidental use of College resources; or
 - (c) where the individual has received negotiated compensation.
2. Intellectual property created within the scope of employment, which does not qualify for ownership by the College pursuant to (a), (b) or (c) above, shall be the sole and exclusive property of and wholly owned by the unit member creating such intellectual property.
3. Online courses developed by an employee are deemed to be scholarly works.
4. To the extent intellectual property/scholarly work and copyright is not owned by the College, revenue shall be negotiated with the Union on behalf of the employee in accordance with this MOA or the New Jersey Employer-Employee Relations Act and its governing regulations provided that the College shall not impose any negotiable terms without negotiating to impasse.

¹ “Intellectual property” shall mean, in a collective context, a work or invention in any medium that may be protected by copyright, proprietary right, trade secret protection, patent and/or trademark. “Scholarly work” shall mean an original work of authorship produced through a creative effort that is fixed in a tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated either directly or with the aid of a machine or device. It is important to distinguish scholarly works as defined above from the scholarship expected in the reappointment, tenure, and promotion processes.

5. Should the College and the Union, on behalf of the employee negotiate a written contract for the creation of an online course in which the employee receives compensation from the College and agrees to assign the rights of ownership to the College, that employee shall be compensated at the rate of the current negotiated overload rate per credit times the number of credits for the course.
6. This MOA shall not constitute a precedent. No other agreements, covenants, representations or warranties, expressed or implied, oral or written, have been made by any part with respect to the subject of this MOA.
7. This MOA shall not serve to amend, modify or change the existing terms of the parties' Collective Negotiated AGREEMENT. To the extent there is any conflict between the terms of this MOA and the parties' Collective Negotiated AGREEMENT, the terms of the MOA shall be considered modified consistent with the terms of the Collective Negotiated AGREEMENT.
8. This MOA shall remain in full force and effect as of the date of execution below and continue for a term of three (3) years.

In WITNESS WHEREOF, Ramapo College, the AFT Council and the AFT Local 2274 having read and understood its terms and having agreed to be bound by the terms set forth above, the parties affix their signatures below on this 21st day of September 2020.

For Ramapo College of New Jersey:

For the Council of NJ State College
Locals:

Susan Gaulden, Interim Provost & Vice
President for Academic Affairs

Debra Davis, Staff Representative

Date: _____

Date: _____

Virginia A. Galdieri
AVP Human Resources

Martha Ecker
President, AFT Local2274

Date: _____

Date: _____