

# Protecting Contract Academic Staff Intellectual Property Rights

## CAUT Policy Statement

The precarious nature of Contract Academic Staff (CAS) employment often requires members to seek teaching contracts in multiple institutions over the span of their careers and at multiple institutions during the same contract period. The result of this career pattern is a culmination of personal research, publications and course preparation content that is used wholly or blended into every new teaching contract. The intellectual property rights and the value put into the content by CAS should be protected from arbitrary use by the institution and from any restrictions it may impose on CAS from using their own content.

## Institutional Policy

**1**

Academic staff associations should negotiate language in their collective agreements that supersede university and college policies. Language should grant CAS ownership over the content they produce and prohibit institutions being assigned a license in-perpetuity to use a CAS member's content without permission.

## Teaching Content

**2**

All course content, such as but not limited to slides, handouts, personally created video content, and evaluations created by CAS prior to or during a teaching contract should remain the property of the CAS member.

**3**

All such content should remain under the control of the CAS member who created the work.

**4**

The university or college may use the content only with the authorization of the CAS member. Any changes to the licensed content by the institution should require the CAS member's authorization.

## Research

**5**

All research undertaken by CAS, should remain the property of the CAS member.

**6**

If the research was the result of a contract between the CAS member and the institution, the CAS member should be credited for the content and be granted a license in-perpetuity to use the research for their teaching and personal use.

**7**

If the research was the result of a contract between the CAS member and the institution, the CAS member should have the right to have their name removed from the content at any time.

## Course Development

**8**

The CAS member who is on a contract with the university or college to develop course content, should be

credited for the content, and be granted a license in-perpetuity to use the content for personal use or teaching at another institution.

**9**

The CAS member may request that their name be removed from the content at any time.

**10**

The CAS member should maintain ownership and full control over any content they previously developed and integrated into a finished course.

### **Online Content**

**11**

Universities and colleges should not use any content stored or distributed by a CAS member on the institution's network platforms, such as myCourses and Moodle, without the consent of the member.

**12**

Any personal image or video of the CAS member, stored on any online platform, should never be used or shared by the university or college without the consent of the member.

**13**

Institutions should develop and enforce student codes of conduct that protect CAS member images, videos and lectures from being captured or disseminated by students without the permission of the member.

**Approved by the CAUT Council, November 2023.**