

1 Faculty Alliance of Miami, AAUP-AFT Proposal to Miami University

2
3 October 25, 2023

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5 INTELLECTUAL PROPERTY, COPYRIGHT, & ARTIFICIAL INTELLIGENCE

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7 The Union and Miami University agree that human faculty employed at Miami University shall retain
8 authority over and responsibility for all teaching, research and service that takes place here, and that it is
9 human faculty who shall receive compensation for this work of teaching, research, and service—
10 notwithstanding any tools that faculty may use or that Miami University may make available to the
11 faculty member to use to support, assist, or perform any or all of this labor.

12
13 Faculty own the content and retain the copyright for materials that they produce (including but not limited
14 to teaching materials and research publications) and such content cannot be given or sold by Miami
15 University to a third party without the express permission of the individual owner. FAM, AAUP-AFT
16 reserves the right to make future agreements with the University in consultation with and on behalf of unit
17 members to specify terms by which that content may be used. No unit member shall be subject to
18 discipline or otherwise discriminated against on the basis of not granting such permission(s).

19
20 Miami University cannot use any content created by faculty as part of their employment with the
21 University to train artificial intelligence models, or give or sell any such content to a third-party with the
22 intention of using the content to train AI models or with the final result of producing an AI model that
23 incorporates faculty-created content, unless granted express permission by the faculty member(s). No unit
24 member shall be subject to discipline or otherwise discriminated against on the basis of not granting such
25 permission(s). FAM, AAUP-AFT reserves the right to make future agreements with the University in
26 consultation with and on behalf of unit members to specify terms by which that content may be used.

27
28 Miami University shall not enter into or renew any agreement with a third party that produces or sells
29 access to artificial intelligence (AI) tools designed or used for teaching or advising without consultation
30 and approval of FAM, AAUP-AFT, nor shall Miami University use such tools to replace faculty, their
31 expertise, or their duties.