

**Memorandum of Understanding**

**Between UFF-USF and USF-BOT**

**Rationale**

Whereas the United Faculty of Florida at the University of South Florida (UFF-USF) has a constitutional right to collectively bargain faculty wages, hours, terms and conditions of employment;

Whereas USF Board of Trustees (USF-BOT) is the designated employer with the authority and the obligation to collectively bargain faculty wages, hours, terms and conditions of employment;

**Whereas;**

Whereas the USF BOT and UFF-USF support the institutional framework of shared governance and recognize that recent and rapidly accelerating developments in Generative Artificial Intelligence technologies have the potential for diverse and unpredictable impacts on conditions, policies, and practices of academic administrators, faculty, staff, and students that bear importantly on terms and condition of faculty employment that are mandatory subjects of bargaining.

Whereas principles of shared governance cannot be honored without broad participation by all stakeholders in the formulation and implementation of policies and practices pertaining to matters that impact conditions, policies, and practices of academic administrators, faculty, and students;

The USF-BOT and UFF-USF hereby enter into this Memorandum of Understanding to establish procedures for shared governance related to Generative Artificial Intelligence at the University of South Florida.

## 1. Definition

Acknowledging the varied definitions of Generative Artificial Intelligence (“GAI”), the Parties agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, Gemini), including those employing restricted data domains targeted at specialized subject matters. It does not include “traditional AI” technologies programmed to perform specific functions. The term GAI is used for convenience and this section shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

## 2. Shared Governance and GAI Policy Committee

- a. A GAI Policy Committee will be established to develop recommendations governing the adoption and implementation of GAI technologies at USF. The Committee will consist of three (3) members appointed by the Union President, three (3) members appointed by the University, and three (3) members representing the Faculty Senate. The Committee will convene no later than thirty (30) days following the ratification of this agreement. The Committee shall formulate preliminary written recommendations no later than 90 (ninety) days following the first meeting.
- b. Committee members shall receive release time as necessary to participate in Committee meetings and activities.
- c. The recommendations may not supersede the terms and conditions of the UFF\_USF Collective Bargaining Agreement (CBA) and shall address the following considerations related to GAI:
  - Procurement of GAI systems or software;
  - Professional development curriculum for University faculty and staff regarding the ethical and effective uses of GAI in research, teaching, and administration;

- Ethical guidelines governing the use of GAI tools in research, teaching, and administration, focusing on privacy, consent, bias prevention, transparency, and intellectual property rights;
  - Transparency regarding the administrative, evaluative, or instructional uses of GAI with oversight mechanisms to ensure fairness and accountability;
  - Procedures and, including funding levels, for routinely auditing GAI systems to ensure compliance with institutional policies and contractual commitments; and
- d. The Committee shall have formal connections with all bodies formally charged with developing and allocating GAI resources.
- e. The Committee's recommendations will be submitted to the Union President, the University President, and the Faculty Senate President for joint consideration and action.

### **3. Continuous Learning and Development**

- a. The University commits to providing and adequately funding continuous education and training programs for faculty members on GAI technologies relevant to their teaching and research fields. These programs will include both foundational and advanced courses on GAI applications, ethical considerations, and data management.
- b. Training programs will be designed to meet the varied needs of faculty across disciplines, with input from relevant academic departments to ensure relevancy and applicability.
- c. The University commits to providing and adequately funding AI tools, including GAI tools, to all faculty in all units at all locations, and information on the decision-making and decision-makers shall be provided to the Committee.

#### 4. Right to Audit

- a. The parties acknowledge the importance of maintaining transparency and accountability in the use of GAI systems within the operations of the University. To this end, the Parties agree to collaborate to conduct an audit of GAI systems on at least an annual basis to ensure compliance with agreed-upon standards and practices, particularly concerning ethical use, data privacy, bias mitigation, and intellectual property rights.
- b. The Employer agrees to allocate funds specifically for the purpose of conducting these audits. The amount shall be determined during the budget allocation process and shall be subject to review and modification in subsequent bargaining agreements. The GAI Policy Committee shall make recommendations concerning appropriate funding levels.
- c. These funds shall be used exclusively for expenses related to the auditing of GAI systems, including but not limited to hiring independent external experts, purchasing necessary tools and software, and training for audit-related activities.
- d. Audits shall be conducted at least [specify frequency, e.g., annually] or more frequently if mutually agreed upon by the parties or in response to a significant incident related to the GAI systems' operation.
- e. The scope of the audits will include the evaluation of GAI systems' adherence to ethical standards, accuracy and fairness of outputs, compliance with data protection regulations, effectiveness of bias mitigation strategies, and intellectual property rights.
- f. The Union, in consultation with the Employer, shall select a qualified independent auditor or audit firm with expertise in GAI systems and ethics.
- g. The audit process shall be transparent, with all parties having access to relevant information and findings. The auditor shall provide a

comprehensive report outlining the audit's findings, including any discrepancies, violations, and recommendations for improvement.

- h. Upon receipt of the audit report, the University shall convene a meeting with the Union and the GAI Policy Committee to discuss the findings and develop a plan of action to address any issues identified. This plan shall include timelines for implementation of the recommendations and may involve adjustments to the GAI systems or practices as necessary.
- i. All parties agree to uphold the strictest levels of confidentiality and data protection during the audit process. Information obtained during the audit shall be used solely for the purpose of improving the GAI systems and shall not be disclosed to unauthorized parties.

## **5. Regular Meetings**

The University agrees to meet with the Union during the term of this Agreement at least semi-annually at the request of the Union and subject to appropriate confidentiality agreements to discuss and review information related to the University's use and intended use of GAI in education and research. The foregoing provision shall not be construed to waive any right of the union to seek information necessary and relevant to the administration and enforcement of this Agreement.

## **6. Expedited Dispute Resolution**

In the event the Union believes there has been a violation of this Memorandum of Understanding, the Union shall have the right to bring such issue to the GAI Policy Committee for resolution.