

APPENDIX B: Student Intellectual Property Agreement

1. INTRODUCTION

Students pursuing courses of study while enrolled at Victoria University of Wellington (the *University*), whether undergraduate or postgraduate, have the potential to produce new Intellectual Property (*IP*). Under certain circumstances the University may have an interest in, and an entitlement to, such Intellectual Property.

The University has an Intellectual Property Policy (the *Policy*) which addresses Intellectual Property issues including the University's interest in student Intellectual Property. The Policy can be found at <http://www.victoria.ac.nz/documents/policy/research-policy/intellectual-property-policy.pdf>

2. INTELLECTUAL PROPERTY POLICY

The Policy recognises that students own IP produced by them in the course of their studies (sections 5.1.2 & 5.1.3), but provides for students to assign ownership to the University in certain circumstances (section 5.3.2). Generally these circumstances arise when the University makes a particular contribution to the development of student IP, third party interests are involved or the IP has commercial value. Specifically, the Intellectual Property Policy sets out the following considerations for determining the need for a Student Intellectual Property Agreement:

- Development of new Intellectual Property will be, or is likely to be, based on pre-existing property rights;
- University resources are expected to contribute significantly to the development of new Intellectual Property;
- The development of new Intellectual Property is likely to result from a programme of work involving a number of participants (not just the Student);
- Academics and supervisors involved in the course of study are expected to contribute significantly to the development of new Intellectual Property;
- The course of study for which the student is enrolled involves placement with an external organisation;
- Intellectual Property agreements with third parties exist or are likely to be developed in the future;
- Intellectual Property resulting from the course of study is likely to have commercial value.

Although the University may seek ownership of Intellectual Property developed in conjunction with students, it is normal for students to retain copyright in their thesis and other course work and, subject to normal authorship rules, in associated publications. In addition, Students are eligible to share in the benefits arising from commercialisation of Intellectual Property to which they contributed in accordance with the Intellectual Property Policy.

3. SPECIFIC TERMS

3.1 Definitions

3.1.1 Intellectual Property: all industrial and intellectual property rights whether conferred by statute, common law or in equity that are created or contributed to by the Student during the course, or as the result of the Student's enrolment at the University, including, but not limited to:

- All copyright and similar rights that may subsist in works or other subject matter;
- Rights in relation to inventions (including all patents and patent applications);
- Plant Variety Rights;
- Trade secrets and know-how;
- Rights in relation to designs (whether registrable or not);
- Rights in relation to registered and unregistered trademarks;
- Data and data sets;
- Business names; and
- Rights in relation to domain names.

3.1.2 Student: <Insert full name of student> enrolled in or in the process of being enrolled in a course of study in <name the course of study> at the University.

3.1.3 Confidential Information: any and all information, including but not limited to information relating to Intellectual Property, received by the Student pursuant to their course of study, except for any such information which is generally known by the public other than by a breach of the confidentiality requirements of this Agreement or which is legally required to be disclosed.

3.2 Non-disclosure

By signing this Agreement the Student agrees not to publicly discuss, publish or otherwise disclose Confidential Information arising in connection with their course of study at the University (including, but not limited to, their course work, involvement in University projects, and interactions with fellow students, teachers and supervisors, and third parties).

Because premature disclosure of Confidential Information may adversely affect the commercialisation of Intellectual Property the Student undertakes to seek advice about, and obtain consent before publicly discussing, publishing or otherwise disclosing Confidential Information.

3.3 Assignment of Intellectual Property

By signing this Agreement the Student agrees to assign to Victoria University of Wellington all their rights, title and interests in Intellectual Property arising from their enrolment at the University and to take further actions as reasonably required to give effect to that assignment such as executing documents and assisting the University in the protection and enforcement of the assigned Intellectual Property.

The Student will ensure that the University has access to Intellectual Property by, *inter alia*, saving it on University storage systems and ensuring that Intellectual Property is not saved on externally controlled (including 'Cloud') storage systems.

In making this assignment, the Student agrees that the University may use and apply the Intellectual Property in any manner that it sees fit for its proper protection and commercialisation.

The Student will not challenge, contest or oppose the validity of the University's right, title or interest in the assigned Intellectual Property.

The Student acknowledges that they were invited and given the opportunity, to seek independent advice concerning the Specific Terms of this Agreement to assign Intellectual Property.

4. GENERAL

4.1 Conflict

If there is any conflict between the terms of this Agreement and any provisions of the University's Intellectual Property Policy, this Agreement will prevail.

4.2 Governing law

This Agreement will be governed by and construed in accordance with the laws of New Zealand.

5. EXECUTION

Signed as a deed by <insert Student's full name>

Student signature

IN THE PRESENCE OF:

Witness signature

Name of witness

Occupation of witness

City of residence of witness

Date