

POLICY
INTELLECTUAL PROPERTY
(11.004)

POLICY

Northland Polytechnic obtains all right, title and interest in, and to, any Intellectual Property rights resulting from activities associated with Northland Polytechnic or involving more than incidental use of Northland Polytechnic resources, unless there is a written agreement to the contrary.

PURPOSE

The purpose of this policy is to establish clear policies and procedures for staff and students relating to Intellectual Property.

APPLICATION AND SCOPE

This policy applies to all situations where Intellectual Property rights are involved as a result of activities associated with Northland Polytechnic or as a result of utilising Northland Polytechnic resources.

DEFINITIONS

- *Research*
In the context of this policy “Research” means any intellectual controlled investigation which leads to advances in knowledge through the discovery and codification of new information or the development of further understanding about existing information and practice, and includes without limitation fundamental research, strategic research, applied research, creative work, development, consultancy and scholarship.
- *Course Materials*
All works created by or on behalf of Northland Polytechnic as a resource for use in teaching or delivering a course of instruction and includes without limitation handouts, models, examination and assessment materials, course descriptions, radio and television broadcasts, artwork, diagrams, computer software and hardware, consumable materials, resource manuals, recorded images, sound recordings and any other materials used to deliver a course. For the avoidance of doubt, where a book consists of substantially unaltered course materials, the book shall be deemed to be Course Materials. The Intellectual Property in all Course Materials is owned solely by Northland Polytechnic.
- *Intellectual Property*
All intellectual property rights including patents, patent applications, the right to file patent applications in respect of inventions, designs, copyright, registered and unregistered trademarks, trade secrets, confidential information and goodwill.
- *Recognised Māori Authorities*
These include:
 - Kaumātua – Tribal Leader in role of leadership
 - Rangatira – Tribal Chieftain
 - Runanga a Iwi

PROCEDURES AND GUIDELINES

1.0 Staff

- 1.1 Unless the staff member and the Chief Executive enter into an Intellectual Property Ownership Agreement to the contrary, Northland Polytechnic shall own all Intellectual Property rights arising from activities undertaken by a staff member as part of his/her duties at Northland Polytechnic or utilising Northland Polytechnic resources other than incidentally.
- 1.2 With the exception of Course Materials, staff members must disclose all Intellectual Property resulting from, or likely to result from, activities undertaken as part of their duties at Northland Polytechnic or while utilising Northland Polytechnic resources other than incidentally. Such disclosure is to be provided to Chief Executive in writing in the year the work originates or within 3 months whichever is longer.
- 1.3 Staff members shall (at Northland Polytechnic's expense) execute any documents and authorisations, and depose to or swear any declarations or oaths, and do all other acts of things as may be reasonably requested by Northland Polytechnic for vesting absolutely all their right, title and interest to the Intellectual Property in favour of Northland Polytechnic, and for conferring on Northland Polytechnic the right to take action against any third party who infringes the Intellectual Property.
- 1.4 When Intellectual Property is assigned to Northland Polytechnic under the provisions of this Policy, the creator of the Intellectual Property may make a request to the Chief Executive that ownership be re-conveyed back to the creator. Such a request may be granted at the sole discretion of the Chief Executive if it does not:
- violate any legal obligations of or to Northland Polytechnic;
 - limit appropriate uses by Northland Polytechnic of the Intellectual Property;
 - create a real or potential conflict of interest for the creator;
 - otherwise conflict with Northland Polytechnic's goals, principles or policies.
- 1.5 In the event of a dispute over ownership of Intellectual Property the matter will be referred to the Chief Executive to resolve in accordance with Northland Polytechnic's established disputes procedures, or as otherwise deemed appropriate by the Chief Executive in his/her sole discretion.

2.0 Students

- 2.1 Unless the student and the Chief Executive enter into an Intellectual Property Ownership Agreement to the contrary, the student shall own all Intellectual Property rights arising from his/her course work.

3.0 Other Intellectual Property

- 3.1 Trademarks relating to goods or services distributed by Northland Polytechnic shall be owned by Northland Polytechnic. Examples include names and symbols used in conjunction with computer programs or Northland Polytechnic activities and events. Staff members and students must consult the Chief Executive regarding use of trade marks.
- 3.2 Proprietary information arising out of Northland Polytechnic's work (including without limitation actual and proposed terms of Research agreements, financial arrangements and confidential business information) will be owned by Northland Polytechnic. Staff members

and students must not disclose said proprietary information to any third party without the prior written consent of the Chief Executive.

4.0 Intellectual Ownership of Taonga

- 4.1 Northland Polytechnic recognises that Taonga and Tikanga Māori is the custodial intellectual property of custodial whānau, hapū or iwi and not necessarily the individual.
- 4.2 Taonga and Tikanga Māori must be considered in interpreting this policy and respect shown for taonga, whānau, hapū, iwi and Northland Polytechnic.
- 4.3 Use of Tikanga Māori must be endorsed by recognised Māori authorities.
- 4.4 Permission must be obtained from recognised custodial Māori authorities before use of Taonga and Tikanga Māori intellectual property is permitted.
- 4.5 A recognised Māori authority and academic staff will be involved in the review and quality assurance process related to use of Taonga and Tikanga Māori intellectual property.

5.0 General

- 5.1 All authorised projects or arrangements entered into by any student or staff member with a third party (being a party who is not Northland Polytechnic or a student or staff member of Northland Polytechnic) for the purposes of Northland Polytechnic related activities will be the subject of a written contract setting out (amongst other things) the Intellectual Property rights resulting from, or likely to result from, the project or arrangement and ownership of those Intellectual Property rights. To the extent that the provisions in such contracts conflict with any provisions in this Policy, the contracts will prevail.
- 5.2 Staff members and students must not use for commercial purposes any Intellectual Property owned by Northland Polytechnic without the prior written approval of the Chief Executive.
- 5.3 Unless the relevant parties enter into an Intellectual Property Ownership Agreement to the contrary:
 - the Intellectual Property in all Course Materials is owned solely by Northland Polytechnic;
 - all Research reports and Intellectual Property resulting from activities funded by Northland Polytechnic will be the property of Northland Polytechnic.

6.0 Publication

- 6.1 Subject to clause 5.2, no student or staff member of Northland Polytechnic will publish or permit any person to publish any information relating to any Northland Polytechnic Intellectual Property unless:
 - a draft of such paper, article or other information is submitted to the Chief Executive at least 30 days prior to the intended date of submission for publication; and
 - all amendments or deletions reasonably required by the Chief Executive and notified in writing to the publishing party within 15 days of receipt of notice of the intended submission for publication are made to the draft prior to actual publication; and

- due regard and acknowledgement is paid in all publications to the role of each party and its key personnel, unless otherwise agreed by the parties.

6.2 In the event that a party notifies the other party of an of an intended publication, the other party (in addition to or instead of requesting amendments or deletions to the draft pursuant to clause 6.1.2) may require that said publication be delayed for a period to be negotiated by the parties, having regard to (without limitation) the need to protect Northland Polytechnic's commercial interests including the desire to obtain protection with respect to Intellectual Property subsisting in the information proposed to be published.

KEYWORDS

Course Materials

Patent

Inventions

Designs

Copyright

Trade marks

Trade secrets

Confidential information

Goodwill

Tikanga Maori

Taonga

REVISION HISTORY

Version	A98/24	Author	Effective date
1	New – replaced A98/24	QMS Team	January 2009
2	Review – management structure changes	QMS Team	July 2010
3	Triennial review	QMS Team	December 2015

INTELLECTUAL PROPERTY OWNERSHIP AGREEMENT

It is acknowledged that (name) _____

is undertaking (describe activity and potential Intellectual Property as fully as possible)

Multiple horizontal lines for describing the activity and potential intellectual property.

(delete the following as appropriate)

- using Northland Polytechnic resources
• as part of their duties at Northland Polytechnic

It is agreed that the rights to Intellectual Property described above or arising from the activities described above will be shared in the following way:

Multiple horizontal lines for describing how the rights to intellectual property will be shared.

It is agreed that the signatory will execute any document, assignment, or declaration required to perfect the Polytechnic's ownership of the Intellectual Property and its right to apply for Intellectual Property protection.

Signed:
Chief Executive, Northland Polytechnic
Date

Signed:
Name
Date