



## INTELLECTUAL PROPERTY POLICY

### Purpose :

To ensure that Intellectual Property Rights generated by Massey University Staff and Students are used to maximise the flow of benefits to the community, enhance the reputation and wealth of the University, encourage Staff and ated agent for all of the University's rights and obligations under this Policy. All matters involving Intellectual Property Rights in which the University has an interest, must be directed through the office of the Assistant Vice-Chancellor (Research, Academic & Enterprise) unless exempted in this Policy or otherwise agreed by this Office (See [Schedule 1](#));

In general, the University claims legal and beneficial ownership of all Intellectual Property Rights generated under the auspices of the University. However, Staff and Students retain ownership of copyright and other rights (as identified in this policy) but grant a licence to the University on the terms specified in the policy. The Assistant Vice-Chancellor (Research, Academic & Enterprise) will endeavour to ensure that claims are clearly recognised and attributed fairly to the parties (e.g. Staff, Students, the University) in which an interest is held (See [Schedule 2](#)



The Assistant Vice-Chancellor (Research, Academic & Enterprise) will take all reasonable steps necessary to fairly and transparently allocate the benefits of Intellectual Property Rights to all parties with an interest (See [Schedule 5](#));

Students are subject to most of the rights and obligations of Staff for the purposes of this Policy. Relevant academic staff and the Assistant Vice-Chancellor (Research, Academic & Enterprise) are required to take special care to ensure that the interests and academic progress of students are protected (See [Schedule 6](#));

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#### Related Procedures:

[Definitions and Schedules for Intellectual Property Policy \(see below\)](#)

[Research Practice Policy \(Responsible Research Conduct\)](#)

[Code of Responsible Research Conduct and Procedures for dealing with Research Misconduct](#)

[Conflict of Commitment and Interest Policy](#)

[Research and Consultancy Activity Proposals Policy](#)

[Use of Research and Consultancy Funding Policy](#)

[Student Contract](#)

[Student Work Consent Form](#)

#### Document Management Control :

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## SCHEDULES AND DEFINITIONS

### Definitions

- Schedule 1: Authority for Dealing with Intellectual Property Rights
- Schedule 2: Ownership of Intellectual Property Rights
- Schedule 3: Disclosure and notification of Intellectual Property Rights
- Schedule 4: Evaluation of Intellectual Property Rights
- Schedule 5: Allocating the benefits of IP
- Schedule 6: Students
- Schedule 7: Language Resources and Traditional Knowledge
- Schedule 8: Contracts with Third Parties
- Schedule 9: Dispute Resolution
- Schedule 10: Cessation of Employment or Enrolment

Definitions pertaining to the Massey University Policy on Intellectual Property :

Artistic Work means a Scholarly Work or Student Work that has an artistic quality and may include: paintings; design; photography drawings; sculptures; literature; poetry; performances; musical works, dramatic works or films that have any artistic quality.

Commercialisation in relation to any New Intellectual Property Rights, includes:

- (a) the sale, licensing or other transfer of the New Intellectual Property Rights; or
- (b) the use of the New Intellectual Property Rights in relation to the supply of any good or service,

in return for consideration which may include the provision or promise of assets, money, shares or similar. However, Commercialisation does not include the University's use of New Intellectual Property Rights in relation to the supply of teaching or contract research services or the supply of any goods related to those teaching or contract research services. Commercialise, Commercialising and Commercialisable have corresponding meanings.

Commercial Office means the administrative office or other entity nominated by the Assistant Vice- Chancellor (Research, Academic & Enterprise) and charged with responsibility for identifying, protecting and Commercialising Intellectual Property Rights in which the University has an interest.

Confidential Information means information obtained by a Staff member in the course of his or her employment, or by a Student in the course of his or her enrolment, which the University identifies as confidential, or that could reasonably be considered to be confidential, to the University or a third party, and includes information:

- (a) relating to any New Intellectual Property Rights created by any Staff or Students;
- (b) relating to the actual or proposed Commercialisation of any Intellectual Property Rights by the University, including the terms of any commercial agreement; or
- (c) provided by, or confidential to, any of the University's clients, collaborators, licensees, service providers or any other third party,

but does not include information that is in, or becomes part of, the public domain (other than because of a breach of this Policy by any Staff or Student) or which the Commercial Office confirms in writing is no longer confidential.





1. The Assistant Vice-Chancellor (Research, Academic & Enterprise) is the custodian of this Policy and is the University's delegated agent for all of the University's rights and obligations under this Policy. All matters involving Intellectual Property Rights in which the University has a commercial interest must be directed through the office of the Assistant Vice-Chancellor (Research, Academic & Enterprise) unless otherwise provided under this Policy or directed by the Assistant Vice-Chancellor (Research & Enterprise)'s office.
2. Except where expressly permitted in writing by the Assistant Vice-Chancellor (Research, Academic & Enterprise) or the Assistant Vice-Chancellor (Research & Enterprise), no staff member shall be permitted to use the University's name, logo, or other identifying marks in any material or for any purpose without the prior written consent of the Assistant Vice-Chancellor (Research, Academic & Enterprise) or the Assistant Vice-Chancellor (Research & Enterprise).



as part of that Staff member's overseas duties, study leave, secondment or similar visit to that university or tertiary education institute approved by the relevant Head of Department for that Staff member.

2.2 Each Student:

- (i) retains copyright (but no other Intellectual Property Rights) in his or her Student Work; and
- (ii) grants the University a non-exclusive, royalty free, irrevocable, transferable perpetual license to use, modify and reproduce such Student Work for the University's teaching, research and promotional purposes.

2.3 Notwithstanding clauses 2.1 and 2.2 above, Staff and Students must comply with their confidentiality obligations relating to Scholarly Works and Student Works, including those set out in Schedule 3 of this Policy.

2.4 Nothing in this policy requires that a Staff member or Student share with the University any consideration he or she derives from the licensing or other Commercialisation of any copyright held by that Staff member or Student.

3. Moral rights and modification

3.1 The University recognises moral rights held by Creators in their works under the Copyright Act 1994, including the right of fair attribution of authorship and the need for work not to be modified or used in such a way that it harms the Creator's reputation.

3.2 The University will use its reasonable endeavours to assist Creators in asserting their moral rights.







1.2 In relation to any period, “Net Revenue” means (subject to clause 1.3 of this Schedule) all Revenue received by the University in relation to New Intellectual Property Rights in that period less all Costs that have not yet been recovered by the University as at the end of the period, where:

(i) “Revenue” includes:

- (a) all royalties, licence fees or other cash consideration from the licensing, assignment or other Commercialisation of the New Intellectual Property Rights; and
- (b) where the University acquires shares in return for the licensing, assignment or other Commercialisation of New Intellectual Property Rights (which may include the creation of a new entity), all cash revenue received as distributions or from the sale of such shares,

but does not include research funding received in relation to the licensing, assignment or other Commercialisation of the New Intellectual Property Rights; and

(ii) “Costs” include:

- (a) costs and expenses incurred by the University in the development of the applicable New Intellectual Property Rights as evidenced by written records of the University following discussions between the relevant Head of Department or Head of College and the Commercial Office;
- (b)

- 1.5 Any Creator that has a right to any Net Revenue under this Policy may, by written notice and no more frequently than once every 12 months, appoint a registered accountant to audit the University's records at a time reasonably convenient for the University for the sole purpose of validating any Net Revenue payments paid or payable to that Creator. The Creator will meet the full costs of any audit provided that the University will refund those costs where the audit reveals a discrepancy in total payments of more than 5%.

2. Allocation of Net Revenue

- 2.1 Each year, the University will allocate a percentage of Net Revenue received in that year in accordance with this clause. The percentage of Net Revenue allocated to the Creator(s) and the applicable College and the percentage retained by the University will depend on the total cumulative value of Net Revenue received by the University over the life of the Commercialisation up to the date



- (i) must comply with the Formation of Spin-Out Companies Policy, Conflict of Commitment and Interest Policy and other relevant University policies;
- (ii) if required, must negotiate and agree an appropriate shareholders' agreement and constitution in good faith with the University and other shareholders (as applicable);
- (iii) acknowledges the intention that the total aggreg(i)3(t)-117 36.1438aer s e totaWaw1( )1(m)-2ion ohat-6





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- 2.4 Any party may seek the advice, support, assistance or representation from whomever it chooses in seeking to resolve the dispute.

#### SCHEDULE 10: Cessation of Employment or Enrolment

1. When a Staff member or Student retires, graduates or otherwise leaves the University, without limiting any other right or obligations he or she may have, that Staff member or Student will continue to be bound by his or her obligations of confidentiality in relation to information he or she worked on or became aware of while employed by or enrolled at Massey University.
2. When a Staff member or Student, who is entitled to an allocation of benefits under Schedule 5, retires, graduates, dies or otherwise leaves the University while employed by the University or enrolled at the University, the allocation of benefits will continue after the date of retirement, graduation, death or other departure (and to the extent necessary, will endure to the benefit of his or her estate) provided that the Staff member or Student is not in material breach of any Policies of the University. Nothing in this Policy requires that the University continue any commercial activity that is uneconomic or otherwise not in the interests of the University. It is always open to the Commercial Office to negotiate arrangements outside these parameters in particular cases where the Commercial Office considers it appropriate. Shareholdings already allocated in spin out companies are not affected by this clause.
3. It is the responsibility of Staff and Students to ensure that the University is aware of their contact details so the University is able to make any payments due under this Policy.