

Work-integrated learning

IP student guide

About

This document is a brief guide to intellectual property (IP) for your work integrated learning (WIL). IP is all about “creations of the mind” – things like inventions, designs, and literary and artistic works. IP rules apply to protect and control the use of these ideas. For your WIL, these rules apply to the work you produce, the IP owned by the WIL provider, and any other IP that might be used during the WIL.

These IP rules will be more important in some situations than others, but it is important you have a basic understanding of how they work and how to spot potential issues. If in any doubt, please always check your WIL agreement, and with your supervisors, to make sure what you are doing is okay.

IP

There are many different types of IP:

- **Copyright:** Copyright protects original creative works, like writing, music, art, software, and even website designs. If you write a brilliant report or design a catchy infographic, copyright ensures you get credit and can decide how others use it. Copyright can also protect software code. Copyright is almost certainly the most common type of IP you will be involved with during a WIL.
- **Trademarks:** Trademarks protect unique brand identifiers, like logos, slogans, or product names. Imagine you come up with a clever tagline for your internship project. A trademark stops others from using it and confusing customers.
- **Patents:** Patents protect inventions and new processes. Did you invent a revolutionary way to organise files or a new chemical process? A patent gives you exclusive rights for a set period, preventing others from copying it and profiting from your idea.
- **Registered Design:** Registered designs protect the unique appearance of your creations, like the shape of a product or the pattern on a fabric. Imagine you design a funky phone case. A registered design stops others from making and selling cheap imitations.
- **Trade secrets:** Trade secrets are confidential information that provides a company a competitive advantage and is not generally known outside of the company. This information can be technical in nature, like formulas or manufacturing processes, or commercial, like marketing strategies or customer lists.
- **Sensitive information:** Sensitive information isn't strictly a type of IP, but similar concerns arise. There are usually special rules about some types of information and what you can do with it. Depending on your WIL, this might include things like patient medical information, information about children, legally privileged information, or customer information.

The rules about different types of IP are different. Some protections (e.g., copyright) apply automatically. Other protections (e.g., trademarks, patents and registered designs) require registration with a government body. If you are involved with types of registered IP during your WIL, you will need to check in about the rules – start with your supervisors at your WIL provider or the University.

Copyright protects expression not ideas

Copyright protects the unique way you express your ideas, not the ideas themselves. Imagine you're writing a report for your internship. The core topic might be an idea, area of research, or theme. However, the specific details, arguments, and structure you use in your report are your unique expression. Copyright protects this expression, not the general topic or idea itself. Anyone else can use the same idea, but not copy your specific expression. You can also use the same idea in other settings, so long as the expression is different.

In academic contexts, the wording of a particular article or research report can be protected by copyright. However, even if that article is owned by someone else (e.g., because IP is transferred), you are almost always free to carry out further or different research in that field.

Another way of thinking about this is that copyright protects the “how” but not the “what” of a creative work.

New and existing IP

It is also important to distinguish between new and existing IP. New IP is any IP created during or for your WIL. Imagine you're writing a report for your internship, drawing on your knowledge of a specific topic and incorporating some original data analysis you've conducted:

- **New IP:** All original elements and expressions you create in the report. This includes your unique data analysis, interpretations, conclusions, and even the specific way you structure and present your findings.
- **Existing IP:** Essentially everything that isn't original. This includes things like general knowledge about the topic, widely known facts, and common methods are not new IP. In addition, things that already existed before you started the WIL – this includes things like a report you previously wrote, or some information given to you by your lecturer or on the internet. It also includes IP that the WIL provider owns.

Who owns new IP?

The ownership of any new IP (i.e., any IP created during or for your WIL) will be clearly set out in your WIL agreement; for VUW templates, this is almost always part number 8. You need to check this to understand the specific rules that apply to your WIL.

Some WILs involve students working under the day-to-day supervision and direction of the WIL provider. For example, an internship in an office. In these scenarios, the WIL provider will almost always own all new IP. In New Zealand, it is standard for new IP created as part of an employment arrangement to be owned by the employer (see, e.g., [section 21\(2\) of the Copyright Act 1994](#)). Interns are usually not “employees”, but most WIL providers expect the same rules to apply, and this is a condition of taking you as an intern. If this rule applies, your WIL agreement will list **option 8A** as applying for IP.

Some WILs involve students carrying out tasks independently, or under the day-to-day supervision of the University. For example, a sponsored research project. In these scenarios, the student will almost always own all new IP. If this rule applies, your WIL agreement will list **option 8B** as applying for IP.

There are always some exceptions and special situations that may apply, so it is important to confirm this.

Who owns existing IP?

Under the WIL agreement, ownership of existing IP is not changed. Essentially if you owned it before the WIL, you keep ownership of that existing IP.

Can I use existing IP for my WIL work?

It is extremely important that the WIL provider approves the use of any existing IP before you use it. This includes your existing IP, or IP obtained from the University or your lecturer (it will usually be okay to use the provider's own IP, but again, if in any doubt, check!). Using existing IP can have serious business implications for the provider, even if the owner of the IP permits the use, or you think the IP is “freely licensed”. For example, creative commons images or open-source code can generally be used “freely”, but rules do still apply, and this may cause the provider issues if those rules are not fully satisfied. You will also need to make sure you cite your source properly.

Creative Commons and open-source code

Creative Commons works and open-source code are open works that are usually available for reuse, usually at no charge. But it is important to remember while open works might be free to use (you usually don't have to pay), they are not "do whatever you want". Open works are usually licensed under a copyleft (or "some rights reserved") licence. If you are using open works, at minimum you will have to provide attribution (like a citation) to the original work. Some open licences also restrict commercial uses, adaptations and whether you can on-share the work or not. There can be very serious business implications for the WIL provider if you use open licenced works – always check this is okay before you do it.

Ownership and licensing

Another important distinction for IP is the difference between ownership and licensing. Ownership and licensing can happen at the same time and to the same IP.

Owning IP generally gives the owner the exclusive right to use, sell, modify, or distribute the IP, decide who has access to it, and set the terms of that access. If it is valuable, the owner might be able to profit from it by selling it or receiving royalties.

Licensing IP gives the licensee the right to use the IP under specific terms outlined in a license agreement. The licence is usually for a specific purpose and sometimes for a specific duration or location.

Licences to WIL IP

Remember, a licence to IP is separate to ownership of that IP! Even if you have a licence to use IP, you must respect the terms of that licence. You do not own the IP.

Under the WIL agreement, the WIL provider may own new IP created by you (option 8A). Even if the WIL provider owns the IP, the WIL agreement provides students an express right to use new IP they created for the WIL, but only:

- Where reasonably necessary for the WIL. For example, you submit sample of your written work produced during the WIL for assessment and feedback. Even if that example contains the provider's IP, the University may use the information for student feedback and assessment. However, the University must not disclose that information any further than the assessors for that specific course, nor use it for any other purposes.
- For further research, education, study, or other academic purposes, provided that anything sensitive is removed or anonymised prior to any publication and okayed by the provider. For example, suppose you prepare a research report for the provider as part of the WIL. Even though the provider owns that specific research report, you may carry out further research or study in the area of the report, provided that none of the provider's other IP is disclosed. If you want to name or reference the provider in a publication, you have to give the provider the opportunity to review and approve that publication.
- In a CV or professional portfolio (with some reasonable limits). For example, you may reference "I completed an internship for [Provider name] in 2022" in a CV or job application, but not "I worked with [Provider name] on [name of secret project] in 2022". You may include a concept sketch of a design produced during the WIL in your design portfolio, provided that the design does not reveal any proprietary or other sensitive information.

For more, see [section 11 of the WIL General Terms](#).

Can I use WIL IP for my course assessment

Yes. See above. But if in any doubt, always check with your supervisor first.