
Intellectual Property Policy

1. Purpose

The purpose of this Policy is to address the ownership and management of Intellectual Property (IP) produced at Te Herenga Waka – Victoria University of Wellington (the University).

2. Application of Policy

This Policy applies to Staff Members and Students, including those in subsidiaries of the University. It also applies to adjunct and visiting scholars and professors emeriti.

Policy Content

3. Ownership of IP

3.1 Staff ownership

- (a) Staff Members own the Copyright of any scholarly or academic work they author, including lecture notes, research materials, and the drafts or published results of research, subject to clauses 3.3 and 3.4.
- (b) Clause 3.1(a) does not apply to materials produced by Staff Members for the administrative work of the University, or examination and assessment materials.
- (c) For the avoidance of doubt, Staff Members own IP created outside the Normal Course of Employment.

3.2 Student ownership

- (a) Students own the Copyright in works they produce in the course of their studies such as their thesis, dissertation, or report document as well as other IP created by them in the course of their studies, subject to the remainder of clause 3.2.
- (b) In some circumstances, the University may require Students to sign a Student IP Agreement prior to commencing or during their intended Programme of Study. These circumstances are further detailed in the Student IP Agreement Procedure. Any agreement assigning or licensing IP that may be produced during their Programme of Study to the University must be in accordance with the Student IP Agreement Procedure.
- (c) If Students are required to sign a Student IP Agreement with the University, they will still be considered Creators and entitled to share in any benefits arising from any commercialisation of the IP they contribute to in accordance with clause 5.1 below but without facing the costs and risks of IP ownership.

3.3 Third party ownership

- (a) The terms and conditions specified in contracts with Third Parties may determine the ownership of IP, including but not limited to the distribution of income and confidentiality requirements. Such contracts may be for services supplied or received and may apply to Staff, Students or the University.

3.4 Mātauranga Māori

- (a) The University recognises mātauranga Māori as a taonga protected under Te Tiriti o Waitangi.
- (b) In accordance with the principle of kaitiakitanga, the University recognises that Māori Staff, Students and Third Parties may be kaitiaki and repositories of mātauranga Māori, and that all others have obligations to respect the rights and responsibilities of the holders of that knowledge.
- (c) The University does not assume intellectual property rights or responsibilities over mātauranga Māori held by Māori Staff, Students and Third Parties unless and until a contract to that effect has been executed enabling assignment or transmission to the University in respect to, or granting the University the right to access, the specific mātauranga Māori.
- (d) In accordance with the principle of rangatiratanga, should any dispute arise as to whether a particular knowledge, innovation or practice should be classified as mātauranga Māori, or regarding the use of mātauranga Māori, the matter will be referred to the Tumu Ahurei – Deputy Vice-Chancellor (Māori) or nominee for assessment.
- (e) The assessment of the Tumu Ahurei – Deputy Vice-Chancellor (Māori) or nominee will include the consideration of the provenance of the knowledge, innovation or practice and any protocols and permissions established for its use, as well as the degree to which existing mātauranga Māori contributed to the development of the intellectual property.

3.5 Adjunct and Visiting Scholars' ownership

- (a) Generally, an Adjunct or Visiting Scholar will own any intellectual property they produce during their appointment. This is the case even if the Adjunct or Visiting Scholar is using University resources and University Staff Members and/or Students are involved.
- (b) Specific provision must be made in the written agreement with the Adjunct or Visiting Scholar if the intellectual property produced by the Adjunct or Visiting Scholar is to be owned by the University or there is to be some other ownership arrangement. In these instances, relevant managers at the University need to negotiate agreements with Visiting Scholars conducting Research at the University.
- (c) The principle of these negotiated agreements is that IP is owned by the parties in proportion to the relative value of each party's contribution to the development of the IP including consideration of pre-existing IP contributed, the quantum of inputs contributed, and the value or importance of that IP and those inputs to the development of any new IP. The same principle will apply when the University negotiates IP arrangements with other institutions for its academic Staff Members conducting research at those other institutions.

3.6 University ownership

- (a) Except where ownership has been allocated under clauses 3.1 to 3.5, the University owns all IP generated by Staff Members in the Normal Course of Employment, or otherwise generated using the University's resources.
- (b) IP in Commissioned Works created by Staff Members as part of their employment duties will be owned by the University. Where Commissioned Works are created outside of an employment relationship, an explicit contract shall specify ownership of any resulting IP.

4. Use of Instructional Material by the University

- 4.1 The University may in specific and limited circumstances, need to use Instructional Material created by Staff Members in the course of their employment. This use may be for purposes other than, or in addition to, the course or programme for which the Instructional Material was created. The reasons for this may include for continuity of teaching in circumstances affecting the University precinct, Staff Members and/or Students, and also in cases where Students will be unreasonably impacted in their ability to undertake their Programme of Study.
- 4.2 The University does not claim copyright of materials under clause 3.1(a), but staff grant the University a nonexclusive, royalty-free, world-wide licence to use Instructional Material created by those Staff Members in the course of their employment, provided that such use is confined to teaching of courses offered by the University. The grant of this license is subject to any third party IP and is only granted to the extent that the grant of the licence by Staff Members would not cause the Staff Members to infringe third party IP.

5. Benefit sharing

- 5.1 Benefits derived from the commercialisation of IP owned by the University or Wellington UniVentures shall be equitably shared between the Creator(s), Wellington UniVentures, and the and the relevant Faculty and/or Research Institute (or, where agreed, a research centre).

6. Moral Rights of Creators

- 6.1 The University must take reasonable steps to respect the moral rights of the Creator(s) to be acknowledged as the Creator(s) of IP and to ensure that others respect that right.
- 6.2 Where the University uses IP created by the Creators and which is either owned by the University or licensed to the University under the policy, it must take reasonable steps to obtain the permission of the Creator(s) before modifying or adapting that IP for uses distinctly different from the original.
- 6.3 Where the Creator(s) wishes not to be acknowledged as the Creator(s) of IP that has been modified or adapted, the University must take reasonable steps to respect those wishes and ensure that others respect it.

7. Disputes

- 7.1 In the case of a dispute arising between the University and the Creator(s) involving the ownership, benefit sharing, or management of the IP, or any other matter arising out of this Policy, the parties agree to refer the matter for resolution to an independent group established for the purpose and suitably qualified to undertake the task.
- 7.2 The Tumu Maruārangi – Deputy Vice-Chancellor (Research) may issue guidance and process documentation to support the implementation of this policy. Deans may approve exceptions to the use of official templates regarding ownership and licensing. If the Dean does not approve exceptions, then advice will need to be sought from Legal Services.

8. Definitions

In this Policy, unless the context otherwise requires:

Commissioned Work	means work that the University has specifically requested to be done on its behalf and for which it asserts IP ownership rights.
Copyright	means all copyright under New Zealand's Copyright Act 1994 and amendments, or any replacement statute, and all rights in

	the nature of copyright that may exist elsewhere in the world, including compiled data sets.
Instructional Material	means any copyright material prepared specifically for the purposes of teaching and learning. This includes lecture notes and teaching plans, sound or video recordings of teaching (recorded Instructional Material, which include all materials used in the sound or video recording), PowerPoint slide shows and other digital presentation aids, or hand-outs for personal presentation, used in the course of instruction.
Intellectual Property (IP)	means an intangible asset arising anywhere in the world from intellectual or creative effort; protectable by various mechanisms (both registered and unregistered) such as Copyright, patents, plant variety rights, designs, trade marks, trade secrets, and compiled data sets.
Mātauranga Māori	means Māori knowledge, innovations and practices that originate in historical and contemporary times.
Normal Course of Employment	means the areas of activity and associated outputs for which Staff Members have been employed and which are described in any contract, agreement, position description, position title, directive or other pertinent document related to the employment relationship.
Programme of Study	means a set of courses a student undertakes towards a qualification or a component of a qualification such as a major. The required courses are specified in the relevant qualification regulations.
Research	means intellectual and creative endeavours from which new knowledge and original works are produced.
Staff Member	means an employee of the University, including academic and professional staff and tutors.
Student	means any person enrolled in a personal course of study at the University or a person who is studying at the University under an exchange agreement with another institution and includes a resident in a Hall of Residence In the context of this Policy, post-graduate and undergraduate students not enrolled at the University but undertaking Research on behalf of the University and where the circumstances requiring a Student IP Agreement under clause 2.2 of the Student IP Agreement Procedure apply, are also considered Students.
Student IP Agreement	means an agreement that involves Students assigning or licensing (in total or in part) any IP that may arise as a result of any of the circumstances under clause 2.2 of the Student IP Agreement Procedure.
Third Parties	means parties external to the University with whom there is a relationship separate to the relationship existing between the University, its Staff Members and Students.

Visiting Scholars means scholars who are not employees of the University but with whom the University has a third-party relationship. This includes those on sabbatical and other forms of research and study leave.

Related Documents and Information

9. Related Documents

Previous Version: Intellectual Property Policy (updated 2013) available on request

[Education and Training Act 2020](#)
[Victoria University of Wellington Act 1961](#)
[Copyright Act 1994](#)

[Adjuncts and Visiting Scholar Policy](#)
[Lecture Recording Policy](#)
[Management of Commercial Intellectual Property Procedure](#)
[Student IP Agreement Procedure](#)
[Te Tiriti o Waitangi Statute](#)

10. Document Management and Control

Essential Record

Approver	Tumu Whakarae – Vice-Chancellor
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Effective Date	26 November 2024
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Policy Sponsor	Tumu Maruārangi – Deputy Vice-Chancellor (Research)
Policy Owner	Director - Research Office

Modification History

Date	Approval Agency	Details
26 November 2024	Tumu Whakarae – Vice-Chancellor	Full review
18 June 2025	Principal Advisor, Research Policy	Editorial correction

Appendix 1: Principles for the implementation of the University license in Instructional Material

1. Purpose

These principles will be applied by the University when it uses its license to share copyright in Instructional Materials.

2. Principles framework

The principles that underpin clause 4.2 of the Intellectual Property Policy are:

- (a) The license will be invoked by the University in limited circumstances, which include:
 - (i) Teaching continuity events affecting lectures and/or the University for more than one week such as pandemic lockdowns or a natural disaster affecting University buildings.
 - (ii) Events affecting the lecturer that impacts their ability to teach in person over a short period such as an isolation period, minor illness, or inability to travel.
 - (iii) Events affecting the lecturer that does impact ability to teach in person over a longer period such as more serious illness or bereavement, or in the case of death of the lecturer.
 - (iv) Events affecting student's ability to attend lectures in person over a short period such as an isolation period, minor illness, inability to travel.
 - (v) Events affecting student's ability to attend lectures in person over a longer period such as more serious illness, disability, bereavement.
- (b) In all cases, the ownership of copyright is retained as set out in the Intellectual Property Policy. For scholarly works (e.g., lecture notes), this will usually be owned by the Staff Member (see clause 3.1(a)). For administrative works (e.g., examination and assessment materials), this will usually be owned by the University (see clause 3.1(b)).
- (c) Where the authors are not directly involved in the use of Instructional Material, the University shall make reasonable attempts to notify authors.
- (d) If an author has left or is leaving University employment, an agreement for any on-going use of the author's Instructional Material must be negotiated between the University and employee and this agreement should not be unreasonably withheld by either party.
- (e) If an author dies, recorded Instructional Material will not be shared publicly, and advice must be sought from the Head of School on the use of any other Instructional Material (for example, sharing lecture plans with an incoming lecturer).
- (f) If the University intends to alter the Instructional Material, advice must be sought from the author where possible to ensure that the material remains fit for purpose. Where this is not possible, the Head of School should provide advice and may seek the views of other staff with appropriate knowledge of the content.
- (g) The University has a perpetual licence to retain Instructional Materials to meet its legal obligations and good practices for records and information management. The principle of the use of the license in practice is that Instructional Material will not be directly used beyond a period of five years from when it was first delivered.