

POLICY
INTELLECTUAL PROPERTY
(11.001)

POLICY

Te Pūkenga | New Zealand Institute of Skills and Technology trading as NorthTec (hereafter NorthTec) obtains all right, title and interest in, and to, any Intellectual Property rights resulting from activities associated with NorthTec or involving more than incidental use of NorthTec resources, unless there is a written agreement to the contrary.

PURPOSE

To establish clear guidelines 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 NorthTec or as a result of utilising NorthTec 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 NorthTec 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 Course Materials. The Intellectual Property in all Course Materials is owned solely by NorthTec.
- *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
- *Tikanga Māori*
Ancient and sacred Māori principles, standards and values and the processes by which they are applied

- *Taonga*
Māori sacred treasures and possessions, material or intangible, with origins in a divine source and held within the possession of caretakers
- *Trade marks*
Distinctive words or graphic symbols identifying the sources, product, producer or distributor of goods or services, registered or not.
- *Trade secret*
A legal term referring to any information, whether or not that information can be protected by registration of Intellectual Property rights, which is not generally known to or accessible by the general public, and which provides a competitive advantage to its owner. Trade secrets are proprietary information.

COMPLIANCE OBLIGATIONS

- *Copyright Act 1994*
- *Patents Act 2013*
- *Designs Act 1953*
- *Trade Marks Act 2002*

Responsibility	Regional Executive Director
Approval dates	May 2025
Next Review	November 2028

OTHER RELATED DOCUMENTS

Research Guidelines
Procedures and Guideline associated with this policy
Intellectual Property Ownership Agreement

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PROCEDURES AND GUIDELINES

1.0 Staff

- 1.1 Unless the staff member and the Regional Executive Director enter into an Intellectual Property Ownership Agreement to the contrary, NorthTec shall own all Intellectual Property rights arising from activities undertaken by a staff member as part of his / her duties at NorthTec or utilising NorthTec 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 NorthTec or while utilising NorthTec resources other than incidentally. Such disclosure is to be provided to the Regional Executive Director in writing in the year the work originates or within 3 months whichever is longer.
- 1.3 Staff members shall (at NorthTec'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 NorthTec for vesting absolutely all their right, title and interest to the Intellectual Property in favour of NorthTec, and for conferring on NorthTec the right to take action against any third party who infringes the Intellectual Property.
- 1.4 When Intellectual Property is assigned to NorthTec under the provisions of this Policy, the creator of the Intellectual Property may make a request to the Regional Executive Director that ownership be re-conveyed back to the creator. Such a request may be granted at the sole discretion of the Regional Executive Director if it does not:
 - violate any legal obligations of or to NorthTec;
 - limit appropriate uses by NorthTec of the Intellectual Property;
 - create a real or potential conflict of interest for the creator; or
 - otherwise conflict with NorthTec'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 Regional Executive Director to resolve in accordance with NorthTec's established disputes procedures, or as otherwise deemed appropriate by the Regional Executive Director in his / her sole discretion.

2.0 Students

- 2.1 Unless the student and the Regional Executive Director 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 NorthTec shall be owned by NorthTec. Examples include names and symbols used in conjunction with computer programs or NorthTec activities and events. Staff members and students must consult the Regional Executive Director regarding use of trade marks.
- 3.2 Proprietary information arising out of NorthTec's work (including without limitation actual and proposed terms of Research agreements, financial arrangements and confidential business information) will be owned by Northland Polytechnic Ltd. Staff members and students must not disclose said proprietary information to any third party without the prior written consent of the Regional Executive Director.

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4.0 Intellectual Ownership of Taonga

- 4.1 NorthTec 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 NorthTec.
- 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 NorthTec or a student or staff member of NorthTec) for the purposes of NorthTec 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 NorthTec without the prior written approval of the Regional Executive Director.
- 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 NorthTec;
 - all Research reports and Intellectual Property resulting from activities funded by NorthTec will be the property of NorthTec.
- 5.4 Intellectual property brought into NorthTec shall be declared using the Property Ownership Agreement and belong with the creators / owners of the intellectual property.

6.0 Publication

- 6.1 Subject to clause 5.2, no student or staff member of NorthTec will publish or permit any person to publish any information relating to any NorthTec Intellectual Property unless:
 - a draft of such paper, article or other information is submitted to the Regional Executive Director at least 30 days prior to the intended date of submission for publication; and
 - all amendments or deletions reasonably required by the Regional Executive Director 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 NorthTec's

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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 Māori

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
4	Triennial review	QMS Team	November 2018
4.1	Add 'Ltd' to Northland Polytechnic	QMS Team	May 2020
5	Minor wording changes	QMS Team	November 2024

INTELLECTUAL PROPERTY OWNERSHIP AGREEMENT

It is acknowledged that *(name)* _____

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

has brought to NorthTec *(describe the intellectual property as fully as possible)*

(delete the following as appropriate)

- using NorthTec resources
- as part of their duties at NorthTec

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:

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

Signed:

Regional Executive Director
Te Pūkenga | New Zealand Institute of Skills and
Technology trading as NorthTec

Date

Signed:

Name

Date