

Intellectual Property Policy

Audience and scope:

This policy is relevant to all kaimahi and ākonga of the Manukau Institute of Technology business division of Te Pūkenga - New Zealand Institute of Skills and Technology of Manukau Institute of Technology Limited.

Document management and control

Policy Number	AM10	Consultation Scope	All kaimahi
Category	Academic Management	Approval Bodies	Executive Director / Academic Committee
Policy Owner	Executive Director	Review Dates	
Policy Contact Person	Legal and Contracts Manager		

Amendment history

Version	Effective Date	Created/Reviewed by	Reason for review/Comment
1	01 / 01 / 2011		New policy
2	30 / 06 / 2016	Kara Hiron	Regular cyclic review
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Intellectual Property Policy

This policy is supplemental to Te Kawa Maiooro, Te Pūkenga's Educational Regulatory Framework. Te Kawa Maiooro sets out the overarching regulations that apply to learning and delivery (teaching, assessment, rangahau and research, and support activities) at Te Pūkenga. As and when finalised, Te Pūkenga will publish policies and procedures that are intended to sit underneath Te Kawa Maiooro and prescribe detailed requirements.

In the meantime, pursuant to Te Pūkenga's Grandparenting Policy, the regulations, policies, and procedures of the former subsidiaries apply unless there is a national regulation or policy in place. Accordingly, where a specific matter is not addressed within Te Kawa Maiooro, this policy is intended to prescribe the requirements that are specific to the MIT business division.

To the extent that there is any conflict or inconsistency between any of MIT's policies or procedures and Te Kawa Maiooro, Te Kawa Maiooro shall prevail and have priority.

Advice to Ākonga (Students) and Kaimahi (staff) reading this document: references to relevant sections of Te Kawa Maiooro (TKM) are noted at the beginning of each clause. Any text that is crossed out is no longer current policy and has been replaced by the policy settings in Te Kawa Maiooro. Please refer to that document.

Purpose

The purpose of this policy is to:

- a. clarify the respective ownership rights of Manukau Institute of Technology business division of Te Pūkenga - New Zealand Institute of Skills and Technology ("Institute") and its kaimahi and ākonga in relation to intellectual property created in the course of their employment or enrolment at the Institute or with the use of Institute resources, equipment, facilities or support; and
- b. provide a framework for managing the ownership and use of intellectual property created by kaimahi and ākonga; and
- c. provide a framework for managing the use and commercialisation of any intellectual property owned by the Institute.

This policy is in accordance with the Institute's obligations pursuant to the Education and Training Act 2020 to promote and facilitate academic freedom and the exchange and dissemination of knowledge.

Intellectual property is a complex issue and the policy and procedures contained in this document may not cover all circumstances. For any area not covered by this policy, or for which clarification is required, kaimahi and ākonga are advised to discuss the matter and reach an agreement with the Executive Director as early as possible; preferably prior to any work being undertaken. This policy will be discussed at induction so new kaimahi are made aware of intellectual property policies at the Institute.

Policy

1. Ownership of Intellectual Property Created by Kaimahi

- 1.1. Under New Zealand law, the default position is that employers are the owner of all intellectual property created by their kaimahi during the normal course of their employment. The Institute's standard conditions of employment and template contract for service include intellectual property ownership provisions confirming this legal position. The Institute is therefore presumed to own the rights to all intellectual property created by kaimahi in the course of their Institute activities unless those rights are relinquished by the Institute pursuant to the provisions of this policy. For the avoidance of doubt, the Institute will not claim intellectual property rights to any work created clearly outside the terms and conditions of a kaimahi member's employment contract or contract for services unless Institute resources are used in its creation.
- 1.2. The following table describes intellectual property ownership rights, and exceptions, in relation to specific types of works:

Property	Ownership	Exceptions
<i>Discoveries, innovations and inventions (including computer software or hardware)</i>	Intellectual property rights arising out of any discovery, innovation, or invention (including computer software or hardware) made, created or developed by kaimahi in the course of their Institute activities shall belong to the Institute.	Prior written agreement of the Executive Director.
<i>Copyright in journals, articles, books, films, sound recordings, artistic works and ownership of research data</i>	Copyright in journals, articles, books, films, sound recordings, artistic works and ownership of research data created by kaimahi in the course of their Institute activities shall belong to the author/creator.	The Institute shall be presumed to own the copyright in journals, articles, books, films, sound recordings, artistic works and ownership of research data created by kaimahi in the course of their Institute activities in the following circumstances: <ul style="list-style-type: none"> the material created meets the definition of "course materials" (as in the Definitions); and/or in the case of research data, it contains Institute data; and/or production is commissioned by the Institute (for example using specific funding either internally allocated or external funding or allocation of resources); and/or the parties have a written agreement to that effect. Each of the above exceptions applies unless there is prior written agreement from the Executive Director.

Property	Ownership	Exceptions
Course and administrative materials	All intellectual property rights in course materials, Institute data, and administrative materials created by kaimahi in the course of their Institute activities shall belong to the Institute.	Prior written agreement of the Executive Director.

2. TKM Part 6 Ownership of Intellectual Property Created by Ākonga

2.1. Under New Zealand law, (in most cases) a ākonga is the owner of all intellectual property created exclusively by them in the course of their studies unless:

- a. ownership has been transferred to another party by their written agreement or the operation of law; or
- b. where the creation of the intellectual property has been assisted by the Institute.

2.2. Therefore, ownership of intellectual property created by ākonga shall belong to the ākonga except in the following situations where the Institute shall be presumed to own the intellectual property rights, unless otherwise agreed in writing by the Executive Director:

- a. the intellectual property is created wholly or substantially under the direction or with the assistance of Institute kaimahi with little original input from the ākonga; and/or
- b. the intellectual property is created using existing intellectual property owned by the Institute; and/or
- c. the intellectual property is created or commissioned with funding or resources provided or obtained by the Institute.

~~2.3. The following exceptions to ākonga ownership of intellectual property shall also apply:~~

- ~~a. an external party funds the development of the intellectual property, in which case that party shall be presumed to be the owner unless otherwise agreed in writing between the parties; and/or~~
- ~~b. the intellectual property is created as part of a joint project or venture, in which case ownership must be agreed between the parties in writing in advance of work commencing; and/or~~
- ~~c. the intellectual property is created in collaboration with a member of kaimahi or other ākonga, in which case ownership must be agreed between the parties in writing in advance of work commencing.~~

Notwithstanding anything to the contrary in this policy, ākonga shall in all cases own all outputs and intellectual property arising from their research, unless there is an agreement to the contrary.

3. Waiver and/or Assignment of Legal Rights

Should the Institute agree to waive its moral rights and/or assign its ownership rights to any intellectual property (whether created by kaimahi or ākonga), the parties shall enter into a formal intellectual property agreement or deed of assignment in accordance with section 12 of this policy.

4. Contractual Arrangements with External Parties

All contractual arrangements between the Institute and external parties involving intellectual property rights must be negotiated in accordance with the provisions of the Contract Approval and Management Policy (LC1) and must clearly prescribe ownership of pre-existing and subsequently arising intellectual property.

5. Use and Disclosure of Institute Owned Intellectual Property

Current and former kaimahi and ākonga must act to safeguard all Institute owned intellectual

property, which may have commercial potential, from the effects of use and disclosure.

6. Trade Marks and Branding

Consistent and coordinated use of the Institute's trade marks and branding promotes the Institute's core brand promise and helps to build a strong identity for the Institute. Any use of the Institute's trade marks and branding shall be subject to the Brand Guidelines and any applicable legal requirements.

7. Moral Rights

The Institute recognises and will protect moral rights to intellectual property conferred on kaimahi and ākongā by legislation.

8. EGM Academic

Any decision requiring the approval or agreement of the Executive Director under this policy (other than granting dispensations from the requirements of this policy) may also be approved or agreed by the EGM Academic.

Procedures

9. Intellectual Property created by Kaimahi

Discoveries, Innovations and Inventions (including computer software or hardware)

- 9.1. The Institute will assert its legal rights to intellectual property arising out of any discovery, innovation, or invention (including software or hardware) made, created or developed by kaimahi in the course of their Institute activities, unless otherwise agreed in writing by the Executive Director.
- 9.2. Where a kaimahi member considers that, during the course of their Institute activities, a discovery, innovation or invention with possibilities for commercialisation has or is likely to occur, the kaimahi member must immediately:
 - a. inform the Executive Director in writing of the relevant discovery, innovation or invention; and
 - b. indicate whether or not the kaimahi member is requesting the Institute to waive its moral rights and/or assign its ownership rights to the relevant intellectual property to that kaimahi member. If the kaimahi member does wish to request waiver and/or assignment of any intellectual property, the procedures and timeframes set out in sections 12.1 to 12.2 (inclusive) of this policy shall apply.

The Executive Director will acknowledge in writing receipt of any such declaration within ten working days.

- 9.3. The Institute and kaimahi members shall hold all information relating to discoveries, innovations and inventions with the potential for commercialisation in absolute confidence. This requirement shall not preclude the Institute (or a kaimahi member where they are claiming an interest in the intellectual property) from seeking reasonable advice from appropriate kaimahi and other professional advisors. Publication (by any means of communication, verbal or written) or other form of disclosure to a third party may render any intellectual property in a discovery, innovation or invention incapable of being registered (eg. for a patent). While it is not the wish of the Institute to inhibit free publication, such publication or disclosure must be made only after receiving written approval from the Executive Director. Such approval is not necessary where the Institute has previously in writing assigned all its rights to the intellectual property or, pursuant to section 12.2 of this policy, has allowed ninety days to elapse without communicating its intention.
- 9.4. Where a kaimahi member does not declare the existence of a discovery, innovation or invention in accordance with section 9.2 of this policy, then all rights and liabilities will be governed by New Zealand law with a presumption of ownership by the Institute.

- 9.5. In cases where ownership for one reason or another is not ultimately held by the Institute, all the costs of development shall be met by the kaimahi member personally without any use of Institute time or resources.

Copyright in journals, articles, books, films, sound recordings, artistic works and ownership of research data created by kaimahi members in the course of their Institute activities

- 9.6. The Institute waives or will assign (in favour of the author/s or creator/s) its legal rights to copyright in journals, articles, books, films, sound recordings, artistic works and research data created by kaimahi members in the course of their Institute activities except in the following circumstances:

- a. where the relevant works meet the definition of “course materials” (as in the Definitions); and/or
- b. in the case of research data, they contain Institute data; and/or
- c. production is commissioned by the Institute (for example using specific funding, either internally allocated or from external funding, or allocation of resources); and/or
- d. where the parties have a written agreement to the contrary.

- 9.7. In situations 9.6 (a) to (d), listed above, the Institute shall own the copyright in the relevant works unless otherwise agreed in writing by the Executive Director. Kaimahi seeking ownership of copyright in journals, articles, books, films, sound recordings, artistic works and research data falling within section 9.6 (a) to (d) should seek agreement from the Executive Director following the same procedures and timeframes set out in sections 12.1 to 12.2 (inclusive) of this policy.

- 9.8. Members of kaimahi should be aware that publication (by any means of communication, verbal or written) is likely to render any research result incapable of being registered (eg. for a patent). Kaimahi should follow the guidelines set out in section 9.3 of this policy.

Course and administrative materials

- 9.9. The Institute will assert its legal right to all intellectual property in course materials, Institute data, and administrative materials created by kaimahi in the course of their Institute activities, unless otherwise agreed in writing by the Executive Director. Such agreement from the Executive Director should be sought following the same procedures and timeframes set out in sections 12.1 to 12.2 (inclusive) of this policy.

- 9.10. Where a kaimahi member intends to incorporate copyright material belonging to that kaimahi member into course materials, they are advised to discuss the matter and reach an agreement with the Executive Director; preferably prior to any work being undertaken.

10. Intellectual Property created by Ākonga

- 10.1. Ownership of intellectual property created exclusively by ākonga will legally belong to the ākonga except in the situations outlined in sections 2.2a-c and 2.3a-c, where the Institute or a third party (as the case may be) shall be presumed to own the intellectual property, unless otherwise agreed in writing by the Executive Director or the third party (as the case may be).

- 10.2. Where ākonga consider that in the course of their Institute activities work with potential for commercialisation has or is likely to occur, they are advised to immediately contact the Executive Director seeking confirmation that the Institute does not claim any intellectual property rights arising from such work. Where appropriate, the Institute may offer to provide support or assistance to the ākonga for the commercialisation of the work.

11. In Case of Doubt

Where there is any doubt about the ownership of any intellectual property rights (whether created by kaimahi or ākonga), the Executive Director should be contacted immediately for advice and a written agreement reached as to ownership. Such agreement shall be sought following the same procedures and timeframes set out in sections 12.1 to 12.2 (inclusive) of this policy.

12. Waiver and/or Assignment of Legal Rights

Process for Requests

- 12.1.** Where a kaimahi member wishes to request that the Institute waive its moral rights and/or assign its ownership rights in any intellectual property to that kaimahi member, the following process shall apply:
- a. The kaimahi member must notify the Executive Director in writing by email to the Executive Director's email address or by letter addressed to the Executive Director at the Institute's current postal address to request waiver and/or assignment of the intellectual property in question, outlining the nature of that intellectual property and providing any further information required to support the request.
 - b. The Executive Director will acknowledge in writing receipt of any such request within ten working days.
 - c. Should the Executive Director require further supporting information in order to reasonably consider the request for waiver and/or assignment, the Executive Director may require the kaimahi member to supply such information within a reasonable timeframe.
 - d. The Executive Director may at his/her absolute discretion choose to exercise or assign the Institute's rights, or may decide on a joint ownership arrangement (in which case section 12.5 shall apply). The Executive Director shall communicate the Institute's intention to the kaimahi member within ninety days of receipt of the request for waiver and/or assignment.
 - e. A request for waiver and/or assignment shall be deemed to be received upon physical receipt by the Executive Director of the written request required by section 12.1a, together with receipt of sufficient information on which the Executive Director can reasonably base his/her decision.
- 12.2.** If the Institute decides to assign its ownership of any intellectual property rights, or allows ninety days following request for ownership to the Executive Director to elapse without communicating its intention, then:
- a. ownership of the intellectual property rights in the property shall be assigned to the kaimahi member by formal agreement in accordance with sections 12.3, 12.4 and 12.8 of this policy; and
 - b. the property shall be developed at the kaimahi member's own cost; and
 - c. all revenue and liabilities relating to the kaimahi member's use or development of that property will belong to the kaimahi member; and
 - d. the Institute shall have an ongoing right to use and commercialise the property for educational purposes (including research) free of any charge from the owner on and subject to the terms set out in section 12.4 of this policy.

Formal Agreements

- 12.3.** Should the Institute agree to waive its moral rights and/or assign its ownership rights to any intellectual property (whether created by kaimahi or ākongā) the parties shall enter into a formal intellectual property agreement or deed of assignment.
- 12.4.** In exchange for assigning its legal ownership rights to any intellectual property (whether created by kaimahi or ākongā), the Institute:
- a. Shall receive a perpetual, irrevocable, transferable, non-exclusive, royalty-free licence terminable only by the Institute to use and commercialise all such intellectual property for educational purposes (including research). The existence of such a licence must be detailed in any intellectual property agreement between the parties outlining the assignment of the ownership rights; and
 - b. Must receive appropriate recognition, as reasonably determined by the Executive General Manager Ākongā Journey, of its support and involvement in connection with the preparation of the material. The Executive General Manager Ākongā Journey must be contacted ahead of publication for assistance in this matter and shall ensure the Institute receives appropriate recognition of its support and involvement with the preparation of the material.

- 12.5. Should the Executive Director decide on a joint ownership arrangement for any intellectual property rights, the parties shall enter into a written intellectual property agreement or deed of assignment. Any such agreement or assignment should describe the obligations of each of the parties, each party's rights to use and/or commercialise the intellectual property and any agreed division of income and expenditure.
- 12.6. Before being granted permission to work on a specific project or exercise, a kaimahi member or ākonga may be required by the Institute to enter into an intellectual property agreement or deed of assignment with the Institute and/or a nominated third party which may include assigning some or all of the kaimahi member's or ākonga's intellectual property rights (as the case may be) to the Institute or third party. Kaimahi and ākonga are advised that they have the right to obtain independent legal advice prior to entering into such an agreement and are encouraged to seek such advice where appropriate.
- 12.7. Should ownership of any intellectual property rights be determined to belong to a kaimahi member or ākonga, the Institute will use its best endeavours to safeguard any information disclosed to it and protect the interests of the kaimahi member or ākonga (unless agreed otherwise in writing by the parties). If appropriate, the parties may enter into a formal confidentiality agreement.
- 12.8. Any formal agreement entered into by the Institute pursuant to this section 12 shall be drafted and/or negotiated in accordance with the Contract Approval and Management Policy (LC1). Such an agreement shall not be binding until executed by the Institute in accordance with the Delegated Authorities Policy (FIN2).

13. Contractual Arrangements with External Parties

- 13.1. All contractual arrangements between the Institute (including those involving Institute kaimahi members in their capacity as Institute kaimahi members) and external parties involving intellectual property rights (including research contracts, ākonga projects, entrepreneurial agreements, business and industry contracts, deeds of assignment) must clearly prescribe ownership of both pre-existing and subsequently arising intellectual property.
- 13.2. Ākonga projects undertaken in conjunction with external parties must be subject to a formal written agreement between the Institute and the external party and clearly prescribe ownership of both pre-existing and subsequently arising intellectual property. It may also be necessary for ākonga to enter into an agreement with the external party and/or the Institute as appropriate. In most cases the intellectual property rights of the immediate project will be assigned to the external party. Follow-on intellectual property rights will be subject to negotiation. Ākonga are advised that they have the right to obtain independent legal advice prior to entering into such an agreement and encouraged to seek advice where appropriate.
- 13.3. Any formal agreement entered into by the Institute pursuant to this section 13 shall be drafted and/or negotiated in accordance with the Contract Approval and Management Policy (LC1). Such an agreement shall not be binding until executed by the Institute in accordance with the Delegated Authorities Policy (FIN2).

14. Use and Disclosure of Institute Owned Intellectual Property

- 14.1. In accordance with its obligations pursuant to the Education Act 1989, the Institute will promote and facilitate academic freedom and the exchange and dissemination of information.
- 14.2. Notwithstanding section 14.1, current and former kaimahi and ākonga are expected to safeguard Institute owned intellectual property which could reasonably be considered to be commercially sensitive or to have the potential for commercialisation. Institute owned intellectual property should only be disclosed if, and/or to the extent, necessary, and strictly in accordance with this section 14. Current and former kaimahi and ākonga must not use or disclose any such property (including any invention, development, computer programme or programme, course or administrative materials) without the prior written approval of the Executive Director. Current and former kaimahi and ākonga are expected to maintain strict confidentiality of all such Institute owned intellectual property regardless of whether that kaimahi member or ākonga has entered into a formal confidentiality agreement.
- 14.3. Current and former kaimahi or ākonga wishing to use or disclose any Institute owned intellectual property of the type outlined in section 14.2 should contact the Executive Director in writing for

permission (prior to using or disclosing any intellectual property) outlining:

- a. the nature of the intellectual property in question; and
- b. the proposed use of the intellectual property; and
- c. any supporting information.

The Executive Director in his or her absolute discretion shall decide whether the Institute will allow the use or disclosure of the intellectual property and shall communicate this decision to the kaimahi member or ākonga as soon as practicable. The Executive Director may impose conditions or restrictions on the use or disclosure of Institute intellectual property, and may require the current or former kaimahi member or ākonga to enter into a formal agreement with the Institute and/or any relevant third party as appropriate (eg placing restrictions on the use of intellectual property or requiring confidentiality and/or non-competition undertakings). Any such agreement shall be negotiated in accordance with the provisions of the Contract Approval and Management Policy (LC1).

15. Trade Marks and Branding

- 15.1.** Any proposed use of any of the Institute's trade marks and/or branding must be in accordance with the Brand Guidelines and applicable legal requirements. Without limiting the foregoing, any proposed use of the Institute's trade marks by third parties must be approved by the Brand and Marketing Communications team.
- 15.2.** Where applicable, the Institute's trade marks shall be registered with the Intellectual Property Office of New Zealand. The Institute's registered trade mark portfolio is maintained by the Legal and Contracts team. Any application to register a new trade mark, or a renewal of registration of an existing trade mark, shall be processed by the Legal and Contracts team.
- 15.3.** The Institute has reached agreement with Massachusetts Institute of Technology regarding the use of the registered trade mark "MIT", which is owned by Massachusetts Institute of Technology. The agreement requires that:
 - a. the Institute must not use the letters "MIT" by themselves in an internet domain name, in an email address, or in the title or the first page of a worldwide web site; and
 - b. the Institute may only use the mark "MIT" in close connection or conjunction with the words "MANUKAU INSTITUTE OF TECHNOLOGY", namely the Institute may not use the letters "MIT" by themselves in the title or first page of a document or other material nor in the header for each page of the document or other material.

16. Disciplinary Matters

Failure by kaimahi or ākonga to comply with requirements of this policy may result in the Institute invoking the procedures contained in the Disciplinary Policy (HR7) (for kaimahi) or the Ākonga Policy (for ākonga). There may also be legal implications associated with any such actions.

Evaluation/Outcomes

- Academic processes and Institute services related to the delivery of learning and teaching will be the focus of self-assessment, evaluation and review as part of the Institute's roster of reviews commissioned by the Self-Assessment, Evaluation and Review Sub-Committee of the Academic Committee (refer to the Evaluation, Review and Monitoring Policy (AC8)) conducted in accordance with the requirements of NZQA.
- A register of intellectual property agreements will be maintained by the Legal and Contracts team.
- All arrangements between the Institute and external parties involving intellectual property are subject to a formal written agreement or deed of assignment negotiated in accordance with the provisions of the Contract Approval and Management Policy (LC1) and clearly prescribe ownership of pre-existing and subsequently arising intellectual property.
- All ākonga projects undertaken in conjunction with external parties are subject to a written agreement or deed of assignment between the Institute, ākonga and external party negotiated in



accordance with the provisions of the Contract Approval and Management Policy (LC1) and clearly states ownership of both pre-existing and subsequently arising intellectual property.

- Institute intellectual property is appropriately protected.

Additional Information

Glossary

Term	Definition
Administrative Materials	Any documents or materials relating to the management and administration of the Institute, including but not limited to policy manuals, procedures, reports, letters, data, and other documents.
Chief Executive Executive Director	The Chief Executive of Manukau Institute of Technology Limited. Executive Director of the Institute
Commercial/ commercialisation	Capable of yielding financial return. In the event of any dispute or uncertainty as to whether or not any intellectual property has commercial potential / potential for commercialisation, the matter shall be decided in the reasonable discretion of the Chief Executive Director.
Commissioned	The process of specifically requesting work is undertaken on behalf of the Institute, and for which the Institute pays or agrees to pay.
Copyright	The name given to a bundle of exclusive rights given to owners of original works such as prototype drawings, films and sound recordings. In New Zealand, copyright is an automatic unregistered right that comes into existence every time an original work is created, published and/or performed.
Course Materials	All items or pieces of property created by or for the Institute which are used to deliver a course, programme, seminar or other form of learning by the Institute (whether face to face, by distance learning or electronic means) including, computer software or hardware, consumable materials, programme documents, learning plans, course descriptors, diagrams, examination and assessment materials, flowcharts and artwork, handouts, models, compilations, proprietary laboratory equipment, radio and television broadcasts, resource manuals, still and moving images, sound recordings and any other materials used to deliver teaching and learning provided that where a book consists of substantially unaltered course materials, the book shall be deemed to be course materials.
Design	The new or original features of shape, configuration, pattern or ornament applied to an article by any industrial process or means (Designs Act 1953).
Former kaimahi	Any person who has previously been a member of staff (as defined by this policy) at the Institute.
Former ākonga	Any person who has previously been a student (as defined by this policy) at the Institute.



Intellectual property	Any work in which intellectual property rights exist and includes, but is not limited to: <ul style="list-style-type: none"> • Course materials • Research data and outputs • Assessment materials • Administrative materials • Computer software, videos and recordings • Creative, literary works, artwork • Discoveries / Innovations / Inventions / Patents • Designs, branding or trademarks • Patentable and potentially patentable subject matter and associated knowhow • Plant varieties • Institute data
Intellectual property agreement	A legal document assigning and/or waiving (in total or part) intellectual property rights in accordance with this policy.
Intellectual property rights	Rights in any patent, rights in a trade mark, copyright, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights, whether or not registered.
Institute	Manukau Institute of Technology Limited. Manukau Institute of Technology business division of Te Pūkenga - New Zealand Institute of Skills and Technology (“Institute”)
Institute activities	Activities undertaken by staff: <ol style="list-style-type: none"> a. while in the employment of, or under contract to, the Institute, or arising out of the performance of a duty relating to such employment or contract for service; and/or b. with the use of Institute resources, equipment, facilities or support
Institute data	Data pertaining to the Institute.
Institute resources	Property, facilities, support services, funding or money provided or obtained by the Institute.
Moral Rights	Rights conferred on authors and others pursuant to the Copyright Act 1994 or any other legislation and includes the right to: <ul style="list-style-type: none"> • be identified as the author of a work (the right of attribution); • object to derogatory treatment of the work (the right of integrity); and • not have a work falsely attributed to them. Moral rights cannot be assigned to another person except upon the death of the author.
Patent	An exclusive right granted by the Government for a new invention. The owner of a registered patent may exclude others from commercialising the patented invention for up to 20 years.
Research data	A collection of information, facts or statistical data gathered by staff or students for research purposes in the course of their Institute activities from which conclusions may be drawn.

Kaimahi	Any person with a contractual employment, service or independent contractor relationship with the Institute, including fixed term, part-time, casual, contracted or seconded staff.
Student Ākonga TKM Glossary	Any person attending or enrolled on any programme, course, seminar or other learning activity at the Institute. For the purposes of this policy, a student who is also an employee of the Institute will be regarded as a staff member with respect to intellectual property arising in the course of their employment or contract for service.
Trade mark	A unique identifier, often referred to as a “brand” or “logo”, whether registered or unregistered. Once a trade mark is registered, the ® symbol may be used with the trade mark. Trade marks can include words, logos, colours, shapes, sounds, smells – or any combination of these.

Exemptions and dispensations

Dispensations from the requirements of this policy for one-off circumstances must be approved in writing by the Executive Director.

Delegations

~~Board delegation to the Academic Committee:~~

~~To determine academic policies and operating procedures of the Institute in relation to academic matters (Board Register of Permanent Delegations AB/6).~~

~~Board Delegation to the Chief Executive:~~

~~To determine management policies of the Institute in relation to the implementation of its approved Investment Plan and Strategic Plan and the management of its affairs (Board Register of Permanent Delegations CE/OP6).~~

~~Responsibility for Management of Intellectual Property matters:~~

~~Section 196 of the Education Act 1989 provides that the academic and administrative affairs of an institution shall be managed by the Chief Executive.~~

~~Execution of Legally Binding Documents:~~

~~Clause 18 of the Institute’s company constitution states that:~~

~~18.1 Deeds~~

~~A deed which is to be entered into by the Company may be signed on behalf of the Company, by:~~

~~(a) two or more Directors; or~~

~~(b) one or more attorneys appointed by the Company.~~

~~18.2 Other written contracts~~

~~An obligation or contract which is required by law to be in writing, and any other written obligation or contract which is to be entered into by the Company, may be signed on behalf of the Company by a person acting under the express or implied authority of the Company.~~

~~18.3 Other obligations~~

~~Any other obligation or contract may be entered into on behalf of the Company in writing or orally by a person acting under the express or implied authority of the Company.~~

~~The Institute’s Delegated Authorities Policy specifies the approved financial delegated authorities for Institute kaimahi members to sign contracts and other legally binding documents.~~

Relevant Legislation

Copyright Act 1994
Designs Act 1953
Layout Designs Act 1994
Patents Act 2013
Plant Variety Rights Act 1987 Trade Marks Act 2002 Education and Training Act 2020

Legal Compliance

All kaimahi and ākonga must comply with the relevant legislation.

Associated documents

Contract Approval and Management Policy (LC1)
Delegated Authorities Policy (FIN2)
Disciplinary Policy (HR7)
Evaluation, Review and Monitoring Policy (AC8)
Ākonga Policy
Brand Guidelines