



## Intellectual Property Student Policy

### Scope

This policy applies to all LCBNZ students with the following general exception:

- where a Student is also an employee of LCBNZ, then they shall be deemed as staff for the purposes of this policy.

### Definitions

Course Materials: all information and materials used, or which may be used at some later date in the provision of lectures, tutorials, seminars, workshops and other teaching activities, including courses.

Intellectual Property includes (without limitation) all legal rights relating to:

- literary, creative, artistic and scientific works
- performance materials (whether dramatic, visual or audio)
- inventions in all forms of human endeavour
- know-how
- scientific discoveries
- industrial designs
- trademarks, service marks, commercial names and designations
- electronic media, software, computer programs
- course materials, course design, course content, uniform
- confidential information, trade secrets
- and includes all other rights resulting from intellectual activity in educational, industrial, scientific, literary or artistic fields and Intellectual Property Rights has a corresponding meaning.
- Third Party - any person, firm, company or entity other than LCBNZ.
- Work(s): any item or thing, including, without limitation, a person's effort to develop something tangible in which any Intellectual Property Rights exists or may exist, and Works has a corresponding meaning.

## Policy Statements

Students are the sole owners of Intellectual Property Rights derived from their Work(s) unless any of the following exceptions applies.

When Students create a Work(s) either:

- using an existing Work(s) where the Intellectual Property Rights in that existing Work(s) are owned by LCBNZ or another party; OR
- using funding from LCBNZ or obtained by LCBNZ from another party; OR
- in collaboration with other people from LCBNZ.

LCBNZ is the sole owner of all Intellectual Property Rights in the Work(s).

When a party other than LCBNZ provides funding for a Student Work(s), the party who commissions the Work(s) owns all Intellectual Property Rights in the Work(s) unless agreed otherwise in writing with LCBNZ.

Where either LCBNZ is the sole owner of all Intellectual Property Rights in a Work(s), or a third party has Intellectual Property Rights in a Work(s), the Student undertakes:

- not to give to any person(s) or entity, other than LCBNZ, any interest in any Intellectual Property Rights derived from the Work(s).
- to do anything required by LCBNZ to enable LCBNZ to apply for Intellectual Property Rights protection, enforce that protection and commercially develop the Work(s).
- that all rights, duties and obligations in this Policy survive termination of the Student's enrolment at LCBNZ and survive termination and completion of the Work(s).
- not to do anything or fail to do anything which may give rise to conflict of interest on the part of the Student or which may be detrimental to the Work(s) or related activities.

LCBNZ undertakes that nothing shall preclude or limit Student rights to have their Work(s) examined for the purposes of undertaking a course of study to which the Work(s) relates.

Students have the right to submit all or any part of their Work(s) for publication.

If LCBNZ considers that any Work(s) by a Student may be commercially viable, then LCBNZ encourages the Student to use LCBNZ academic staff to assist the student, including applying for appropriate Intellectual Property Rights and, if appropriate, enforcing that protection.

Where LCBNZ plans to take part in any commercial development of any Work(s) by a Student, the students are required to transfer to LCBNZ all Intellectual Property Rights in the Work(s). LCBNZ is the sole owner of all those rights. In return for that transfer, LCBNZ assists the Student as stated and pays the Student 40% of the net payments LCBNZ receives.

Before any Student seeks to commercially develop any Work(s) they create, whether through their own efforts or with any person other than LCBNZ, students are advised to obtain written confirmation from LCBNZ's General Manager that LCBNZ does not claim any Intellectual Property Rights in the Work(s). In deciding whether or not LCBNZ has any Intellectual Property Rights in any Work(s) the General Manager considers matters such as, but not limited to:

- the form of the Work(s)
- who made the Work(s)
- whether or not any LCBNZ Resources were used in creating the Work(s)
- whether or not existing Work(s) were used to create the new Work(s)