
Student IP Agreement Procedure

1. Purpose

This Procedure sets out the process for implementing section 3.2 of the University's Intellectual Property (IP) Policy (IP Policy) where Students sign a Student IP Agreement.

2. Application of Procedure

2.1 This Procedure sits under the IP Policy and applies to Staff and Students, including those in subsidiaries of the University.

2.2 This Procedure applies any time a Student is asked or required to sign a Student IP Agreement. The circumstances where this may apply include:

- (a) A Student undertaking work integrated learning (for example, an internship, placement or practicum with an external provider);
- (b) A Student's research or study involves financial contributions from third parties (e.g., scholarships or commissioned research), and the conditions of funding require some kind of agreement relating to the IP or other outcomes of the Student's work;
- (c) A Student's research or study incorporates or utilises third party IP or data, and the condition of using that IP or data require or encourage some kind of agreement relating to the IP or other outcomes of the Student's work (e.g., open source code, copyleft licensed works, or the express conditions of using the third party IP or data);
- (d) A Student's research or study incorporates or utilises IP or data owned by the University or Staff Member(s);
- (e) The development of any new IP is likely to result from a programme of work involving a number of participants (not just the Student);
- (f) The University, University resources, and/or Staff Member(s) have contributed significantly to the development of the new IP; and
- (g) IP resulting from the Programme of Study is likely to have Commercial value.

Procedure Content

3. General principles

3.1 The following principles apply to all Student IP Agreements:

- (a) Staff who believe Student IP Agreements are required for a Programme of Study, or research project or programme where a Student IP Agreement applies, should be familiar with the IP Policy and Management of Commercial Intellectual Property Procedure and check any other relevant guidance.
- (b) Where a Student is involved in a Programme of Study, or research project or programme where a Student IP Agreement applies, IP needs to be considered before they commence the activity.

- (c) Student IP agreements must clearly show how IP will be dealt with, considering any external obligations that may be involved.
 - (d) Students should be informed of the Student IP Agreement with sufficient time to review it, ask questions, and seek further advice and information before signing a Student IP Agreement.
 - (e) Student IP Agreements should not unduly restrict the ability to carry out further research, study or other academic activities in the subject area of the agreement.
 - (f) If Staff seek to apply Student IP Agreements to a Programme of Study, they will need to seek approval from their Manager.
 - (g) Student IP Agreements must be signed by a person holding the relevant Delegated Authority (see Delegations Statute).
 - (h) Student IP Agreements must either:
 - (i) Use a template approved by the Deputy Vice-Chancellor (Research); or
 - (ii) If a template is provided by an external party, then it will need to be reviewed by the University's Legal Services team or Research Office (in the case of external funding grants) and approved by a person holding the relevant Delegated Authority (see Delegations Statute).
 - (i) Where additional procedures apply (see below), Student IP Agreement must be in accordance with those procedures.
- 3.2 If a Student does not agree to the terms of a Student IP Agreement, but one is required in order for them to pursue a particular Programme of Study or work on a particular research project, or carry out certain studies, this must be raised with the Student immediately. Alternative Programmes of Study or research projects, or placements must be explored to allow Students to complete their studies.
- 3.3 If a Student IP Agreement is related to potentially commercialisable IP, advice needs to be sought from Wellington UniVentures, and if it is required for external grant funding then advice needs to be sought from the Research Office.
- 4. Work integrated learning**
- 4.1 Any agreement involving ownership or licensing of IP produced by a Student as part of work integrated learning (for example, an internship, placement or practicum with an external provider) must be in accordance with the Internship Placement or Practicum Course Procedure.
- 5. Commercialisable IP**
- 5.1 Any IP with potential commercial value must be notified to the University in accordance with the Management of Commercial Intellectual Property Procedure.
- 5.2 All Student IP Agreements for commercialisable IP must:
- (a) Fairly reflect the principles in the Intellectual Property Policy and Management of Commercial Intellectual Property Procedure; and
 - (b) Be accompanied by any applicable IP guidance.
- 6. Definitions**
- Words and phrases with initial capitals are defined in the IP Policy or the Management of Commercial Intellectual Property Procedure.

Related Documents and Information

7. Related Documents

[Delegations Statute](#)

[Intellectual Property Policy](#)

[Management of Commercial Intellectual Property Procedure](#)

[Internship Placement or Practicum Course Procedure](#)

8. Document Management and Control

Essential Record

Approver	Tumu Maruārangi – Deputy Vice-Chancellor (Research)
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Policy Owner	Director - Research Office

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Date	Approval Agency	Details
26 November 2024	Tumu Maruārangi – Deputy Vice-Chancellor (Research)	Full review