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## Intellectual Property Agreement: Thesis and Project Students Engineering and Computer Science

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Agreement dated \_\_\_\_\_ between Victoria University of Wellington (VUW)  
and \_\_\_\_\_ (the student)

This Agreement has been prepared in accordance with the University's Intellectual Property Policy, in particular paragraph 4.2.3 of that policy. The policy may be found at <http://policy.vuw.ac.nz>

- (a) The student owns the copyright in their thesis or project report.
- (b) The student will grant VUW the non-exclusive right to publish the thesis or project on the VUW website. VUW will acknowledge the student as the author of the work.
- (c) Copyright in publications other than the thesis or report arising from supervised research is (jointly) owned by the Creator(s).
- (d) Should either the student or VUW, at any time prior to publication of the thesis, report, or any other publication, consider that the supervised research has generated valuable intellectual property of which the premature disclosure would be damaging to the value of that intellectual property, then at VUW's discretion but subject to VUW's statutes publication may be delayed or abandoned.
- (e) Because of the contribution of the university, especially supervisors, to the development of new IP in the course of research and the use of University resources, other IP created in the course of the student's research will belong to the University. The University's IP policy is that benefits derived from commercialisation of the IP owned by the University shall be equitably shared between the Creator(s) and the University. In general, the net financial return received from commercialisation shall be shared on the basis of:

One third to the Creator(s). In the case of more than one Creator in proportion to their Relative Contributions.

One third to the University's School(s)/Centre(s)/Institute(s). In the case of more than one School(s)/Centre(s)/ Institute(s) in proportion to their Relative Contributions.

One third to the Central University

If circumstances suggest that a different distribution of benefits would be more equitable, alternative benefit sharing arrangements may be negotiated. Such circumstances would normally relate to the relative size and value of the contributions of the Creator(s), School/Centre/Institute, and the University.

**I have read and understood the Victoria University intellectual property policy. I have been given an opportunity to seek independent advice on this matter. I agree to assign ownership of intellectual property generated as part of my supervised research to Victoria University of Wellington in accordance with this Agreement and the University's Policy on Intellectual Property.**

Name \_\_\_\_\_

Date \_\_\_\_\_