

Introduction to Intellectual Property

This guide gives you an introduction to Intellectual Property (IP) – the rules around ideas and creations like inventions, designs, writing, art, and software. Whether you're working on a class project, doing research, Work Integrated Learning (WIL) or collaborating with others, it's good to know how IP works, how to protect your own IP and respect the IP of others', and how to avoid any issues.

If you're ever unsure, check with your lecturer, supervisor, or course coordinator. VUWSA Advocacy can offer independent advice, advocacy, and support for navigating University processes and may be able to guide to you other services for independent advice related to IP.

What is IP?

IP refers to “creations of the mind” – things like inventions, designs, and literary and artistic works.

Different types of IP are protected in different ways. Some protections apply automatically, while others require specific legal ownership to make sure it is protected. If you need to use IP you don't own, then you'll need to get permission.

Our [Intellectual Property Policy](#) sets out the rules around ownership and management of IP at the University. The Intellectual Property Office of New Zealand (IPONZ) has some [useful information](#) if you want to deep dive into the world of IP.

Types of IP

The most common type of IP that you'll be involved with is Copyright.

Copyright:

- Protects original creative works, like writing, music, art, software, and even website designs.
- Protects the unique way you express your ideas, not the ideas themselves or general topic. Think of it as protecting the “how” you put your ideas down on paper (structure, wording, analysis), not the general topic or idea of your research (the “what”).
- Makes sure you get credit for your work and can decide how others use it – you need to make sure you reciprocate and respect others copyright too.
- Protections automatically takes effect when you complete any written work or [some other kinds of work](#) – this means you are automatically the first owner of copyright for your thesis or dissertation.

We have more information about [using copyright materials at the University](#), along with specific information on:

- [copyright in research and publishing](#) and
- [copyright guidelines for our Institutional Repositories](#).

Other types of IP are more closely associated with commercialising your work and require registration with a government body.

These are:

- **Trademarks** which protect unique brand identifiers, like logos, slogans, or product names. A trademark stops others from using your brand identifier and confusing customers.
- **Patents** protect inventions and new processes. A patent gives you exclusive rights for a set period, preventing others from copying it and profiting from your idea.
- **Registered designs** protect the unique appearance of your creations, like the shape of a product or the pattern on a fabric. A registered design stops others from making and selling cheap imitations.
- **Trade secrets** are confidential information that provides a company a competitive advantage and is not generally known outside of the company. This information can be technical in nature, like formulas or manufacturing processes, or commercial, like marketing strategies or customer lists.

If you are involved with types of registered IP during your study, you will need to check in about the rules – start with your supervisors at the University.

Wellington UniVentures is responsible commercialising IP at the University. They manage these specific types of IP which have potential commercial value and need specific legal protections. The processes for managing this IP is set out in the [Management of Commercial Intellectual Property Procedure](#).

Indigenous IP, of which mātauranga Māori (Māori historical and contemporary knowledge, innovation or practice) and taonga works and species, is a critical part of the Aotearoa New Zealand context. Our IP Policy sets out our position and the Tumu Ahurei – Deputy Vice-Chancellor, Māori and Kaitiakitanga has a key role in the IP process as it relates to mātauranga Māori. You can find out more about [Māori IP](#) on the IPONZ website.

See 'other types of information used in research projects' for more about how to treat non-IP information and data.

Ownership, transferring and licensing of IP

Ownership of IP can vary depending on the situation. Generally:

- If you create something original for a course or project, you usually own it.
- If you're working with a supervisor or on a funded project, check the IP Management Plan or the IP agreement – sometimes the university or another party might own the IP or particular parts of it. You will usually be free to carry out your own research into an area (IP doesn't protect ideas!) but the copyright in a particular report or deliverable might need to be transferred.
- If you are doing a work integrated learning course (e.g., an internship, practicum or industry project), the external partner may own the IP in your work. This is standard in most industries, and the partner's other employees will be in the same situation.

- **Existing IP** stays with whoever originally owned it (see below for more about new and existing IP).

Owning IP generally gives the owner the exclusive right to use, sell, modify, or distribute the IP, decide who has access to it, and set the terms of that access. If it is valuable, the owner might be able to profit from it by selling it or receiving royalties.

As a student, you would normally own the copyright in works you produce during your studies. This includes your thesis, dissertation, or report document as well as other IP created by you. There are some exceptions to this in our [IP Policy](#) which include:

- Third party ownership
- Mātauranga Māori.
- University ownership.
- Work integrated learning.

Note that if you are doing a research degree or project, you do not automatically own the underlying research data. This can be a very complex area. Ownership will depend on the nature of the data, how it is collected, the methods involved, if you are working with others, and research funding. Some types of research data are not capable of being owned at all. Rules about research data should always be included in the research project's IP management plan.

Transferring or assigning IP means transferring ownership of IP from one person to another. Once it is transferred, the new owner controls how the IP is used, protected, and commercialised.

This might occur if you are asked to transfer your IP to the University, Wellington UniVentures or a third party. If this is the case, you'll be asked to sign a written agreement. Our [IP Policy](#) and the [Student IP Agreement Procedure](#) provides more detail and there is more information about IP agreements in the next section.

*Note that ownership of IP like patents, designs, and trade secrets must be transferred through a formal written document **after** the IP is created. It cannot be transferred before it is created. Copyright ownership can be transferred **before** it is created but still needs a written agreement.*

Licensing IP gives the licensee the right to use existing IP under specific terms outlined in a license agreement. The licence is usually for a specific purpose and sometimes for a specific duration or location.

If you want to use existing IP (like images, code, or data), you need to make sure you have permission. Even if it's "free" (like Creative Commons or open source), there are still rules. These usually include giving proper credit or not using it commercially.

A licence for IP is separate to ownership of that IP – even if you have a licence to use IP, you must respect the terms of that licence. You do not own the IP.

Note that ownership and licensing can happen at the same time and to the same IP.

New IP and existing IP

It's useful to know the difference between new IP and existing IP because you might create new IP and need to use existing IP.

New IP is any IP you create – this could be your unique data analysis, interpretations, conclusions, and even the specific way you structure and present your findings. You usually 'own' this IP under [our IP Policy](#).

Existing IP is anything that isn't original or new IP – you will not own this unless it's your own existing IP. It includes:

- Things like general knowledge about the topic, widely known facts, and common methods, previous work, or materials from your lecturer or online.
- IP owned by others.
- This includes “freely” licensed IP, like Creative Commons or open-source software.

You can usually use existing IP, but you must have the right permissions. Pay attention to the licence terms. Even if something is “freely” available, that doesn't mean that you can do whatever you want with it. Make sure you check the licence terms as to what is – and is not – permitted.

IP Agreements

You might be asked to sign IP agreements during your studies. These are mainly used when IP needs to be transferred. The agreements help clarify the ownership and management of any IP involved in or may result from your work.

This would typically be if you were:

- doing a Work Integrated Learning programme;
- on a fully-funded employer project which expects IP to be developed;
- on a project that has any kind of IP condition in a research funding agreement and/or a specific research brief with an IP Management Plan that you need to comply with;
- doing a project that involves existing IP from an industry partner; or
- doing a joint research project with your supervisor and/or other staff members.

This is something you should discuss with your lecturer, supervisor, or course coordinator.

Your supervisor will be able to confirm if there is IP transfer or other conditions that apply to your studies. If they don't apply, then it's unlikely that you'll need to sign an agreement.

If you do need to sign an IP agreement, you need to know the following:

- You will need to sign a written agreement.
- Even if you do transfer the ownership of your IP, you will still retain authorship and moral rights, receive a share of any subsequent commercial benefits (unless it is work integrated learning), and publish your thesis – it may be embargoed until the IP has been properly protected, or parts may be kept confidential.

- Research projects may require agreements to be signed at different stages – before the project starts, when any IP needs to be transferred before filing for IP protection, and before you leave the University.
- If IP is being transferred to you to use in your student work, you will be asked to sign an agreement before you start.
- If you create any new IP that has potential commercial value, you need to submit an Invention Disclosure to Wellington UniVentures – you may also want to embargo your thesis.

Your supervisor can contact the Research Office who can advise on the right kind of agreement to use depending on the circumstance.

Other types of information used in research projects

There are some other types of data and information that might not be traditional “intellectual property” but might need to be treated with care and respect.

Patient information and other types of personally identifiable data are not “owned” like traditional IP but must be handled in accordance with the Privacy Act, the University privacy policies and, in some cases, ethics approvals.

Similarly, you might gain access to confidential data or information as part of your research and studies. There will normally be terms and conditions for accessing this data. This will almost always include a requirement for you to keep that that confidential information confidential but might also include things like only accessing it from certain systems or software or not using confidential data with AI tools.

FAQs

What about sensitive information?

Sensitive information isn’t strictly a type of IP, but similar concerns arise. There are usually special rules about some types of information and what you can do with it. If you are doing research or WIL, this might include things like patient medical information, information about children, legally privileged information, or customer information. Your research data management plan should address the management of sensitive information.

What happens if someone publishes my thesis or dissertation for commercial purposes without my permission?

As staff and students own the copyright in their IP, the University is restricted about what actions it can take if this kind of infringement occurs – we cannot act on your behalf. You should seek legal advice from someone who specialises in this. Copyright Licensing New Zealand also has some advice on [copyright infringement](#).

I’m working with a group of other students on a project, do we need to sign an IP agreement between us?

If you are working on a project with other students, you don’t need to sign an agreement, but we do recommend that students put in place a written

agreement about how the IP (and authorship) can be used. The [Recognition of Authorship Guidance](#) can help and there is a template you can use.

I'm doing a Summer Scholarship; do I need to sign an IP agreement?

Where the IP stays with the industry partner, you will need to sign a written agreement.