For further information contact:
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The University of the South Pacific
Private Mail Bag, Laucala Campus
Suva, Fiji
Phone: 323 2397
Fax: 323 1504
Email: research@usp.ac.fj
www.usp.ac.fj/research
INTELLECTUAL PROPERTY AND COPYRIGHT POLICY:
HANDBOOK FOR STAFF AND STUDENTS IN THE UNIVERSITY OF THE SOUTH PACIFIC

This document was prepared by The University of the South Pacific, Office of the Pro Vice-Chancellor (Research and Innovation)

It was reviewed in March 2010

This handbook informs members of the University of the South Pacific (USP) of their rights and those of the University in relation to the ownership of intellectual property (IP) and copyright.

The policies described in this handbook apply to all University activities, to all its staff and student (including those visiting for short periods) and to any research agreements or partnerships that the University establishes.

The University’s Intellectual Property and Copyright Policies will be compliant with the laws of individual University member states, particularly in relation to privacy, confidentiality and ownership.

Its contents are subject to periodic review.
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1.0 INTRODUCTION

The World Intellectual Property Organisation (WIPO) refers to intellectual property “as creations of the mind; it embraces inventions, literary and artistic works and symbols, names, images and designs used in commerce. IP can be owned and sold, leased (licensed), damaged and infringed upon.

As an institution of higher learning, USP is mandated to teach and conduct research. These core activities may generate intellectual property; teaching involves preparing original course materials, while research may generate new and useful knowledge.

Since the University employs people specifically to engage in teaching and research, it has a legal and moral right to own at least part of any intellectual property they produce. Yet this right is not absolute and an individual’s intellectual property rights may supersede those of the University.

“Copyright” refers to a set of exclusive rights specifically granted to authors and creators of original literary works (including computer programs), course materials, dramatic works, musical works, artistic works, films, sound recordings, television and radio broadcasts, industrial designs, and published editions of works that are expressed in tangible or material form. However, it does not protect the ideas themselves.

This handbook explains the University’s IP and Copyright policy and procedures for all University staff and students, and all others affiliated with the University for any purpose.

This document is relevant to staff, researchers, undergraduate and postgraduate students, visitors and other personnel using the facilities and resources of USP. It covers copyrightable materials and new discoveries. It encompasses University activities on all of its campuses and applies to all faculties, departments, schools, centres, institutes and other administrative units of the University.

This handbook seeks to provide a clear and sound framework for the encouragement of creative work, new discoveries and technology development. It is aimed at fulfilling the following objectives:

• to establish and enhance a conducive environment for innovation and new discoveries by staff members and students, within which potentially valuable research results can be protected;
• to set out how the University will protect its creative effort and thereby ensure the proper protection of the University’s economic investment in that effort;
• to assist the University to take commercial advantage of its intellectual property;
• to ensure that the rights and interests of all parties concerned are fairly determined with full regard for the proper role of the University and the principles of academic freedom;
• to provide guidelines and procedures for the administration of copyrights within the University;
• to provide guidelines and procedures for the administration of intellectual property rights within the University; and
• to establish a proper basis for the transfer of technology from the University to the wider Pacific community that enables the staff and students of the University to understand and acknowledge the rights of Pacific peoples.

This document is relevant to staff, researchers, undergraduate and postgraduate students, visitors and other personnel using the facilities and resources of USP. It covers copyrightable materials and new discoveries. It encompasses University activities on all of its campuses and applies to all faculties, departments, schools, centres, institutes and other administrative units of the University.

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## 2.0 Definitions

### 2.1 Intellectual Property

In this policy, the term “Intellectual Property” means and includes, but is not restricted to: circuit layouts; confidential information; copyrighted works; teaching materials developed for or by the University; designs; discovery, innovation, publication and patents; trademarks; newly-discovered plant and animal varieties; and trade practices. In this document intellectual property is abbreviated to IP. The reader is referred to the WIPO website for further information.

### 2.2 Copyright

In this policy, the term “Copyright” means a property right which the law gives to creators of literary works (including scholarly and scientific papers and examination questions), teaching materials, dramatic works, musical works, artistic works, films, databases, photographs, computer programs, sound recordings, television and radio broadcasts, and typographical arrangements of published editions of works. The reader is referred to the WIPO website for further information.

Examples may include: writing a book or article, writing a dramatic work, writing a thesis, writing teaching materials, writing a manual, designing a form or questionnaire, composing music, writing computer software, creating a database, making an original videotape, making a multi-media production, making an audio-visual production, or creating a work of art.

### 2.3 Teaching Materials

Any reference to teaching (or course) materials is a reference to content, in any form whatsoever, generated by staff of the University in the course of their employment with the University for the purpose (whether it be the primary or ancillary purpose) of education. Such works shall include but not be restricted to:

- materials developed by staff as part of a learning package or programme and utilising University resources, including lecture notes, study guides, resource materials, course outlines, unit profiles and illustrations, and test/examination questions;
- computer programs or software designed and provided for the teaching of a course of study;
- literary, dramatic, musical or artistic works incorporated as part of a learning package or programme;
- audio, video or other materials produced for and provided as part of a learning programme; and
- other forms of materials, including website pages, as provided to students or developed by staff in the course of delivering a course, unit or programme of study.

### 2.4 Research Materials

Any reference to research materials is a reference to content in any form whatsoever produced in the course of, or as a consequence of, research (whether or not research is the primary or ancillary purpose of the activity).

### 2.5 University Resources and Facilities

In this document the term University (whether capitalized or not) refers to the University of the South Pacific which is abbreviated to USP. To avoid confusion over ownership matters, the term University Resources and Facilities in this policy refers to any of the following, utilised during the course of a person’s employment or association with the University, or as a candidate or student during their period of attachment: equipment, accommodation, administrative facilities, support services and facilities, utilities, existing background Intellectual Property, and other inputs made directly or indirectly by the University to support the creative process.
3.0 POLICY AND GUIDE LINES

An individual’s creative effort belongs solely to that individual except where an employer (such as the University of the South Pacific) has engaged that individual in activities that may result in the production of Intellectual Property. It is assumed that, if an individual produces IP or Copyright while formally associated with the University, then the University has legal rights over the ownership of that IP or Copyright. At the same time, certain rights are retained by the individual.

In order for the protection and commercialisation of IP and Copyright to be effective, there must be an active involvement by the originators of that knowledge. While the level of IP and Copyright ownership engagement is paramount, it may vary widely from one case to another depending on the interests of the owner(s) and the nature of commercialisation.

This policy clarifies the foundation for the management partnership between IP and Copyright owner(s) and the University. Guidelines and procedures for IP and Copyright are discussed separately in this document.

3.1 Intellectual Property generated by Staff and Students of the University

3.1.1 As a general rule, the University will assert ownership of IP created, invented or discovered by University staff in the course of their employment (excluding copyright in scholarly works), including but not limited to teaching and research materials.

3.1.2 Generally the University will not assert ownership of IP rights developed by students. However, the University may seek to claim ownership of IP developed by students in the following circumstances:

- when IP (except copyright in a thesis) arises from a student’s project; or
- when IP (except copyright in a thesis) arises from a project which has in whole, or in part, been funded by an external party, or where an external party has some other interest in a project. The University or the external party may require an assignment of a student’s IP rights to the University.

3.1.3 Where the University does seek to claim ownership of IP in accordance with Clause 3.1.2, the University will notify the student as soon as possible in writing.

3.1.4 Where the University notifies a student that it seeks to claim ownership of IP in accordance with Clause 3.1.3, the student will:

- maintain the confidence of the materials incorporating the IP;
- be required to sign an Assignment Agreement (see Appendix 2; form available at www.usp.ac.fj/ip); or
- undertake to work on another project if they do not agree to (a) or (b).

3.1.5 Where the University claims ownership of IP in accordance with Clause 3.1.2, students will be accorded the same rights as staff regarding the distribution of income under Clause 4.3.1.

3.1.6 The University expressly licences staff members and student researchers to publish scholarly works authored by them in journals, monographs, books, conference papers, proceedings and other texts subject to the conditions that such publication would not reveal traditional knowledge or confidential information without comprehensive and specific permission.

3.2 Intellectual Property generated by Persons associated with the University (other than Staff or Students)

3.2.1 In this policy, persons associated with the University other than staff or students refers to visiting scholars, consultants, adjunct or honorary appointees, external researchers collaborating with persons associated with the University, and Pacific peoples who provide traditional knowledge to University researchers.

3.2.2 The University may require any person (other than a staff member or student), prior to being permitted:

- access to and/or use of enjoyment of any University-owned or controlled facilities, equipment, accommodation, Intellectual Property; and/or
- participation in any teaching and/or research activity or activities of the University,

- to sign an agreement (sample in Appendix 2; form available at www.usp.ac.fj/ip) requiring that person to take all steps necessary to assign to the University, or its designate, any Intellectual Property created by that person arising from the permissions granted above.

3.2.3 Subject to the provisions in Clause 3.2.4, adjunct academic appointees, visiting fellows and other individuals working at the University and making significant use of the University’s resources and facilities shall be treated for the purpose of this policy, for the period of the appointment, as if they were University of the South Pacific staff.
### 3.2.4 Where a visiting appointee holds a substantive appointment at another institution, the University of the South Pacific will not claim ownership for any IP generated by such persons in the course of their employment by the other institution, nor will the other institution claim ownership of any IP arising from the adjunct or visiting appointment at the University of the South Pacific. Where a staff member of the University of the South Pacific accepts an honorary or visiting appointment at another institution, it is expected that a similar agreement shall apply.

### 3.2.5 Where the University claims ownership of IP created as a result of Pacific peoples providing information on traditional knowledge to University staff who then write it up, the third-party person(s) will, after consultation with the wider community, be accorded some royalty regarding the distribution of income, as stipulated in Clause 4.3.1.

### 3.3 Background IP

#### 3.3.1 In this document “Background IP” refers to IP that existed before the generation of new IP but which may have been useful in the generation of the new IP. Students, staff and visitors to the USP may have interests in Background IP. If they wish to develop it further whilst at the University, they must declare their intention to the Pro Vice Chancellor (Research and Innovation) and:

- provide a description of the existing IP;
- give the names of any co owners or others who have a legal interest in the Background IP; and
- notify the Pro Vice Chancellor (Research and Innovation) on any restrictions in the use of the Background IP.

### 3.4 Copyright for Scholarly Works generated by Staff and Students of the University

#### 3.4.1 This part of the policy establishes the rights of the University, its staff and students in relation to the ownership and disposition of rights in works generated within the University that are protected by copyright. In its application, the policy is additionally governed by the copyright policy of the country in which the issue is taking place.

#### 3.4.2 In this policy, all scholarly and artistic works generated by University staff resulting in copyright in textbooks, monographs, papers, lecture notes, unpublished manuscripts, slides, musical compositions, works of art, and similar material, are the exclusive property of the staff member, except where they are produced as part of a sponsored programme or other agreement to which the University claims ownership under this policy as expressed in Clause 3.4.6.

#### 3.4.3 A staff member who owns exclusive copyright in a work has the full responsibilities and exclusive rights of proprietorship, including the full enjoyment of any royalties accruing from exploitation of the work.

#### 3.4.4 If, during the preparation of the work by a staff member, the University incurs some incremental costs such as overtime typing costs; hiring of extra secretarial assistance; cost of tapes, film or other expendable materials, such costs shall be recovered accordingly.

#### 3.4.5 In recognition of the general resources and facilities provided by the University, the staff member may be required to grant the University a royalty-free right to reproduce and use the work.

#### 3.4.6 Unless an arrangement was made in writing to the contrary before the work was undertaken, the University owns copyright in a work in the following cases:

- where the University specifically asks or directs a staff member to undertake the work; or
- where the University employs staff for the express purpose of creating or producing works which may be eligible for copyright or where there is an explicit requirement in a job description for this responsibility.

In such cases, the professional interest of the staff member and the reputation of the University may require that there be adequate mutual control over the use of such work. The extent of such mutual control shall be agreed in writing between the University and the staff member before the work is undertaken.

#### 3.4.7 The University may allow the staff member who created work over which the University claims proprietary rights to share in any royalties that accrue from the sale or lease of the work outside the University, provided an appropriate agreement was entered into before the work was undertaken.

#### 3.4.8 Where a student produces a work based on research, or other scholarly activity, conducted under the supervision of a staff member as part of that student’s academic programme, then the University will not claim proprietary rights over the work.

#### 3.4.9 Where a student has proprietary rights in a work, the University shall receive, without charge, a non-exclusive, royalty-free licence to:

- make copies or representations of the work for academic purposes within the University;
- circulate the work as part of the University library collection;
- make single copies of a thesis that has been deposited in the University, at the request of other universities, or of other institutions approved by the University;
- make available the work to the national library, or campus library, of University member countries; and
- publish an abstract of any work that is a student thesis.

#### 3.4.10 Subject to Clause 3.4.8, the University may claim proprietary rights in the work produced by a student where:
• the staff involvement in the creation of the work is more than 50% of time committed to university activities, so the University may exercise its rights based on this involvement;
• the work is part of a larger work over which the University intends to exercise its rights; or
• the use of the facilities, equipment or other resources of the University is substantially in excess of the norm for educational purposes. Yet the properly authorised use by students of word processors, facilities, equipment or resources, or the use of University libraries to create works shall not constitute a basis for a claim by the University of proprietary rights in such works.

3.5 Copyright for Works generated from External Funding

3.5.1 Where a staff member or student develops a work in the course of, or pursuant to, a sponsored research project or other agreement, ownership of the copyright of the work shall be determined in accordance with the terms of the sponsored research or other agreement. In such cases, the University reserves the sole right to make agreements with external funders and sponsoring organisations and to include therein such provisions as to the ownership and disposition of copyright as it deems appropriate.

3.5.2 The University will not, without the consent of the staff member or student who is the author of any work, make agreements with external parties which may affect the staff or student’s copyright in the work.

3.5.3 If the University claims part-ownership in any work where a staff or student is the author, an agreement of assignment (Appendix 2; form available at www.usp.ac.fj/ip) giving right to the other to acquire and use copies of the work at the cost of reproduction, without payment of fee or royalty, will be signed. The agreement between the University and the staff or student member will continue after the staff member’s employment or student candidature with the University is terminated, unless an agreement is made to the contrary.

3.6 Copyright from Artistic/ Dramatic/Musical Works

3.6.1 Artistic, dramatic or musical works created prior to employment with the University shall remain the property of the originator. Works created during employment with the University shall remain the property of the originator, except that the IP in an artistic work, specifically commissioned by the University, shall remain with the University. Works created after a period of employment with the University, but using Background IP belonging to the University, shall be the subject of negotiation with the University regarding ownership and commercialisation.

3.6.2 The University shall reserve and maintain the right to use artistic, dramatic or musical works created, composed or recorded by staff in the course of their employment with the University for any non-commercial purposes after due consultation with the originator(s). Any use of the work shall acknowledge the originator of the work and the University and will respect the moral rights of the originator.

3.6.3 The distribution of net income derived from exploitation of copyright of artistic, dramatic or musical works generated by staff as part of their employment with the University shall be consistent with Clause 4.3.1.

3.7 Staff Leaving the University of the South Pacific

3.7.1 Staff members who leave the University, either through cessation of employment or death, but have participated in, or contributed to, the generation of IP and Copyright for which the University claims ownership in full or in part, may (or their heirs may) negotiate for assignment of IP and Copyright ownership in full or in part, either to another institution, organisation or to their person of choice. Such negotiations, or moral decisions, shall be facilitated by the Office of the Pro Vice-Chancellor (Research and Innovation) and would be on a case-by-case basis, taking into account the contributions of the University and the cost of such contributions over the lifetime of the work.
### 4. Exploitation of University Intellectual Property and Copyright

#### 4.1 Notification of creation of University Intellectual Property and Copyright

4.1.1 Where University staff, or students, develop University IP or Copyright that may have commercial potential for the University, they or their Head of School, should notify the Office of the Pro Vice-Chancellor (Research and Innovation) and the University’s Research Office of the creation of IP within two weeks of its generation or, where this is not possible, at the soonest opportunity after that time. An IP and Copyright Disclosure form is available at www.usp.ac.fj/ip (sample shown in Appendix 1).

4.1.2 Information disclosed under Clause 4.1.1 must be kept confidential until the Pro Vice-Chancellor (Research and Innovation) advises otherwise.

4.1.3 The Pro Vice-Chancellor (Research and Innovation) will advise within a reasonable period of time University staff or students who have an interest in University IP, whether or not the University wants to exploit University IP or Copyright disclosed under Clause 4.1.1.

4.1.4 If the University does not wish to be involved in the exploitation of University IP disclosed under Clause 4.1.1, it may agree to assign or licence it to University staff upon commercial terms, or on terms approved by the Vice-Chancellor. Any exploitation of University IP by University staff after it is assigned or licensed to them, will be at their own risk.

#### 4.2 Exploitation of University Intellectual Property and Copyright

4.2.1 This clause applies when the University decides it wants to exploit University IP and Copyright.

4.2.2 Any University staff member involved in the creation of University IP or Copyright, as an owner or otherwise, is taken to have agreed that the University has an irrevocable authority to act on their account and to execute any document that the University decides is necessary for the purposes of commercial exploitation of University IP consistent with the objectives of this policy.

4.2.3 University staff must comply with all reasonable directions and provide all reasonable assistance in the exploitation process, including maintaining the confidentiality of information incorporating the IP or Copyright, providing information promptly on request, attending meetings with potential licensees, and advising on further development.

4.2.4 The University may consult on a confidential basis with appropriate experts and advisers before deciding on appropriate actions in relation to the exploitation of University IP. Those actions may include, but are not limited to:

- requesting assistance and advice on patenting, funding and other aspects of the commercialisation of IP and Copyright;
- the filing of a patent application in the name of the University with the University staff member named as originator;
- the identification of potential licensees;
- the assignment of rights to a third party;
- the formation of a limited liability company to exploit the IP or Copyright.

4.2.5 The University must use all reasonable endeavours to pursue the exploitation in a timely manner.

#### 4.3 Distribution of Income

4.3.1 The Office of the Pro Vice-Chancellor (Research and Innovation) will distribute the University’s share of income arising from the exploitation of University IP or Copyright (after deducting the costs associated with commercial exploitation) as follows:

- 50% to the University staff members and/or students involved in the creation of the IP or Copyright;
- 20% to the school or division in which the University staff member or student involved in the creation of the IP or Copyright was deployed;
- 15% to the University, to be used at the discretion of the Pro Vice-Chancellor (Research and Innovation);
- 15% to the originator or primary source of traditional knowledge that University staff collected and then developed. Where this is not applicable, this 15% will be added to (c).

4.3.2 The Pro Vice-Chancellor (Research and Innovation) may vary the basis upon which the University’s share of income from the commercial exploitation of University IP and Copyright is distributed in relation to a particular project, taking into account all the relevant circumstances.
5. DISPUTE RESOLUTION

5.1 Disputes arising under this policy will in the first instance be referred to the Vice-Chancellor who will make a determination.

5.2 A person aggrieved by the determination of the Vice-Chancellor may refer the matter to the University Visitor whose decision will be final.
6. CONSULTING ACTIVITIES

Staff members who provide consulting services and those charged with approving such activities on behalf of the University are responsible for ensuring that any related agreements with external entities are not in conflict with the University’s IP and Copyright Policy and its interpretation as given in this handbook.
At times University staff, students and affiliated persons may receive information concerning research undertaken at the University. Such information on research that is yet to be published, or otherwise yet to become publicly available, is to be considered confidential information. Therefore staff, students and affiliated persons of the University are not permitted to disclose such confidential information outside of the University without the written consent of the person who has undertaken the research, or who is the originator of any artistic, dramatic or musical works.

Further Reading

The University of the South Pacific acknowledges the following sources which have been used extensively in the compilation of this handbook.


Appendix 1: Intellectual Property & Copyright Disclosure Form (sample)

The University of the South Pacific
Office of the Pro Vice-Chancellor (Research and Innovation)

Who should use this form?
Any staff member or student of the University who has discovered something or generated a work that is deemed to be new and innovative, and/or which may have commercial potential.

Why use this form?
The completion of this form and lodgement with the University’s Research Office satisfies the requirement that any Intellectual Property (IP) or Copyright created by staff and/or students of the University is immediately disclosed to the University.

What do I do with this form?
Complete and sign the form, then deliver it to the University’s Research Office as soon as possible after creation of the work.

Project/Working Title

2. Brief Description
(Please feel free to attach a draft paper or similar describing the IP)

3. IP or Copyright Creators
(The creator(s) of IP or Copyright includes any person who is rightfully listed as an originator on a patent or patent application; any person who is the author or originator of an original work encompassing scholarly, artistic, dramatic or musical works; and any other person whom the creator(s) jointly identify as having contributed materially to the creation of the work and to whom they can ascribe a definable share of the creation. A creator may be a staff member or a student of the University, or an external collaborator)

<table>
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<tr>
<th>Full Name</th>
<th>Position at time of IP or Copyright Creation</th>
<th>Role in IP Creation</th>
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4. Were any students involved in the creation of this IP? [YES/NO]
If YES, complete below

<table>
<thead>
<tr>
<th>Full Name of Student</th>
<th>Student ID</th>
<th>Role in IP Creation</th>
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5. Financial Sponsors
Was the IP created with the assistance of any external grants, scholarships, commercial agreement or other external funding? [YES/NO]

If YES, please complete below

<table>
<thead>
<tr>
<th>Source of funding</th>
<th>Project Title</th>
<th>Year(s)</th>
<th>Project Number</th>
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6. Dates of IP or Copyright Creation

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<tr>
<th>Date</th>
<th>How is this documented? (Laboratory notebook, notes, software etc.)</th>
<th>Where are documents kept?</th>
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7. Disclosures to Date

**Written Disclosure**

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<tr>
<th>Date</th>
<th>Title, Publication, Publisher, Conference</th>
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**Publication**

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**Conference Paper**

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**Student Thesis**

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<th>Date</th>
<th>Title, Publication, Publisher, Conference</th>
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**Oral Disclosure**

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<th>Date</th>
<th>Person(s) to whom disclosed, Location, Organisation</th>
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8. Action Required

(Please indicate below what action you consider is now required in relation to this IP)

- Collaboration with a third party to develop IP further
- Provisional patent required
- Confidentiality Agreement required
- Ready to commercialise

9. Declaration by IP or Copyright Creators

(To be completed and signed by ALL persons mentioned in Item 3)

I hereby declare that, to the best of my knowledge, all statements and information provided above are true and correct.

<table>
<thead>
<tr>
<th>IP Creator’s Name</th>
<th>Signature</th>
<th>Date</th>
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10. Principal Contact Person for this Disclosure

<table>
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<tr>
<th>Name</th>
<th>Position</th>
<th>Telephone Number - internal</th>
<th>Telephone Number - other</th>
<th>Email Address</th>
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</table>

11. Signature of Head of School or Faculty Dean

<table>
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<tr>
<th>I have taken note of this Disclosure</th>
<th>Signature:</th>
<th>Name:</th>
<th>Date:</th>
</tr>
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When COMPLETED, please send this form to:

Office of the Pro Vice-Chancellor (Research and Innovation)
Laucala Campus
Private Mail Bag
Suva, Fiji
Enquiries
Phone: +679 323 2397
Fax: +679 323 1504
Appendix 2: Agreement of Assignment (sample)

The University of the South Pacific
Office of the Pro Vice-Chancellor (Research and Innovation)

Agreement To Assign IP Rights And Copyright To The University

(Please print out this form, complete it and deliver to the University’s Research Office)

Project Title: _____________________________________________________

_____________________________________________________

Project Start Date: ______________  Project End Date: ____________

This Agreement is made on the __________________

[Date]

Between

______________________________________________        _________________________________________

[Name of assignor]                 of     [Address of the assignor]

And

The University of the South Pacific, Laucala Campus, Suva, Fiji (“the University”).

1  Introduction

1.1 The Assignor is a Staff Member/Student/Honorary Appointee/Visitor at the University.   (Please circle).

1.2 In the course of the Project the Assignor has created or may create Project Results.

1.3 In consideration of benefits granted to the Assignor under the Intellectual Property and Copyright Policy, the Assignor agrees to assign all Intellectual Property and Copyright rights in the Project Results to the University.

2  Assignment

2.1 The Assignor assigns to the University, absolutely, all of their Intellectual Property rights, existing now and in the future, arising from the Project Results (other than Copyright in the Assignor’s doctoral or Masters thesis).

2.2 The Assignor agrees to disclose the Project Results to the University, or any person nominated by the University, and to provide all other assistance and relevant information in order to assist the University, its contractors, agents or assignees to commercially exploit the Project Results.

2.3 Without limiting the University’s rights, the University may assign the Intellectual Property and Copyright in the Project Results to a third party for the purposes of commercial exploitation.

3  Application of Intellectual Property and Copyright Policy

The Assignor agrees that, in respect of the Project Results, they will comply with the University Intellectual Property and Copyright Policy (www.usp.ac.fj/ip).
4 Distribution of Income

The Assignor agrees that Clause 4.3.1 of the University Intellectual Property and Copyright Policy will govern the distribution of income resulting from the exploitation of the Project Results.

5 Non-disclosure

To the extent that the Intellectual Property rights and Copyright in the Project Results are in the nature of confidential information, the Assignor agrees:

• that they will not, without the prior written consent of the University, communicate or otherwise make available the Project Results to any third party;
• to use the Project Results for any purpose other than in their continued involvement in the project, except to the extent necessary for the submission of their doctoral thesis for examination purposes; and
• that they will not, without the prior written consent of the University, disclose the terms of this Agreement.

6 Warranties

The Assignor represents, warrants and undertakes to the University that to the best of their knowledge, they have the right and authority to enter into this Agreement.

7 Governing Law

This Agreement shall be additionally governed by and construed in accordance with the relevant Intellectual Property and Copyright laws of the country in which the issue is taking place.

Executed as an Assignment Agreement

Signed and delivered by:

[Name of Assignor] [Signature of Assignor]

in the presence of:

[Name of witness] [Signature of witness]

Signed for and on behalf of )
the University of the South Pacific )
by its duly authorised representative )
in the presence of: )

[Signature of witness] [Signature of authorised representative]

[Name of witness] [Name of authorised representative]
For further information contact:
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