



INTERNATIONALLY RECOGNIZED
TRAINING IN
KINESIOPRACTIC®

PKP INTERNATIONAL LIMITED ("ICPKP")

AND

("Faculty Member")

Intellectual Property Agreement



AGREEMENT dated _____

BETWEEN **PKP INTERNATIONAL LIMITED** the proprietor and operator of THE INTERNATIONAL COLLEGE OF PROFESSIONAL KINESIOLOGY PRACTICE and ("ICPKP")

A N D _____ ("Faculty Member")

BACKGROUND:

- A. ICPKP and the Faculty Member entered into a Faculty Agreement dated _____ ("Faculty Agreement"), which is supported by the ICPKP Standards ("Guidelines").
- B. The parties acknowledge that the Faculty Member may from time to time, prepare, create, produce, edit and provide course materials based on ICPKP's publications and educational properties, for the purpose of carrying out their duties as an instructor (and in accordance with the Faculty Agreement and Guidelines). These materials may include (but are not limited to) pre-recorded video recordings, podcasts, live webinars, recordings of webinars, power point or keynote presentations, or live demonstrations.
- C. The Faculty Member acknowledges and agrees that any material created as discussed in the aforementioned item B may not be disseminated to trainees without first obtaining ICPKP's approval and consent.
- D. Where consent and approval is provided by ICPKP, the Faculty Member acknowledges and agrees that the consented material automatically becomes the property of ICPKP, and that the Faculty Member from then on has a licence to use the said course material, and that the Faculty Member does not have any legal, equitable or other claim to the course material.
- E. The Faculty Member also acknowledges and agrees that any material produced in the lead up to, and publishing of live webinars, that is based on ICPKP's publications and educational properties, and for the purpose of instructing the study of ICPKP's International Certificate in Professional Kinesiology Practice, is immediately the sole property of ICPKP, and that the Faculty Member does not have any legal, equitable or other claim to the course material.
- F. The parties wish to record this in this agreement.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 In this Agreement:

"**Intellectual Property**" includes (whether in visible, electronic or any other form) all ideas, concepts, artwork, drawings, sketches, writings, photographs, audio visual footage, electronic files, programming code (including source and object code), consumer data, display property to be used at shows or events, deliverables, ideas, concepts, trademarks, branding, contracts, goodwill, logos, formulae, techniques, know-how, specifications, designs, copyright, patents and trademarks (if any) whether registered or not, software,



business strategies, confidential business information including market and marketing strategies, business contracts and intellectual property relating to the business, publications and educational properties of ICPKP.

"Working Day" means any day in Auckland, New Zealand that is not a weekend, public holiday, or does not fall within the period 24 December to 6 January inclusive.

1.2 This agreement is supplemental to the Faculty Agreement and Guidelines and expressions and definitions used in this agreement bear the same meaning given to them in the Faculty Agreement and Guidelines.

1.3 If any inserted term inserted in this agreement conflicts with the Faculty Agreement or the Guidelines, the terms of the Faculty Agreement or the Guidelines will prevail.

2. PROTECTION AND USE OF ICPKP INTELLECTUAL PROPERTY

2.1 Use of ICPKP Intellectual Property

During the term of the Faculty Member's accreditation with ICPKP (and in accordance with clause 1.3 of the Faculty Agreement), the use of any of ICPKP's Intellectual Property by the Faculty Member is subject to the following:

- (a) The use of ICPKP's Intellectual Property being at all times non-exclusive;
- (b) Rights of use are limited by the terms of the following:
 - (i) This agreement;
 - (ii) The Faculty Agreement;
 - (iii) ICPKP Guidelines; and
 - (iv) Any other deed, agreement, contract prepared or provided by ICPKP;
- (c) Any goodwill in ICPKP's Intellectual Property belongs to or will revert solely to ICPKP, and solely to the Faculty Member's exclusion. For clarity, this includes any work that the Faculty Member has produced (with ICPKP's consent and approval) in accordance with the following, including anything created prior to the date of this Agreement:
 - (i) this Agreement;
 - (ii) the Faculty Agreement;
 - (iii) the Guidelines.
- (d) On the expiry or the end of the contractual relationship between the parties, no money, compensation or premium will be payable to the Faculty Member for any goodwill associated with the Faculty Member or its associates use of ICPKP's Intellectual Property;

- (e) Present or future goodwill (if any) created or developed for you or your associates with the ownership or the use of ICPKP's Intellectual Property, are held by you or your associates under a bare trust for ICPKP; and
- (f) Unauthorised use of ICPKP's Intellectual Property is a default under this Agreement and an infringement of ICPKP's Intellectual Property, and may be dealt with in accordance with clause 8 of the Faculty Agreement.
- (g) During the term of the Faculty Agreement, if ICPKP requests, the Faculty Member must in its business, use all trade names, trade mark and copyright notices or other markings that ICPKP requires the Faculty Member to use.

3. INVENTIONS AND IMPROVEMENTS

- 3.1** During the term of the Faculty Agreement, the Faculty Member must at all times report to ICPKP on any additions to ICPKP Intellectual Property.
- 3.2** In consideration of the grant of the contractual relationship between the parties, the Faculty Member must transfer all present and future materials anywhere in the world as and when it comes into existence in the additions to ICPKP Intellectual Property. For the sake of clarity, this includes any material that is in existence at the date of this Agreement. The Faculty Member will in the future do everything and sign all documents and applications for patents, designs, or trademarks that ICPKP requires to transfer to ICPKP or its nominee, the ownership of the intellectual property in the additions to the ICPKP Intellectual Property, at the request of ICPKP.
- 3.3** ICPKP may introduce, deal with or allow any person, entity or educational facility to use the additions to ICPKP Intellectual Property in any way ICPKP sees fit for use anywhere in the world without having to pay the Faculty Member or anyone else any money, premium or compensation in connection with any of those things, or to seek any consent.

4. RECORDINGS

- 4.1** The Faculty Member acknowledges and agrees that any works or material that they have prepared or created, or will prepare or create, for online teaching of ICPKP material (whether those teachings be pre-recorded or live) which is based on ICPKP's Intellectual Property, immediately becomes solely owned by ICPKP on approval. For clarity, the Faculty Member upon approval of the filmed teaching automatically receives a licence to use the approved video teaching.
- 4.2** The Faculty Member acknowledges and agrees that they will not utilise online teaching of ICPKP material, whether those teachings be pre-recorded or live, without the written consent of ICPKP. ICPKP may remove any such consent as per clause 5.

5. WITHDRAWAL OR WITHHOLDING OF APPROVAL AND CONSENT

- 5.1** ICPKP reserves the right to, at any time, withdraw its consent and approval to any Intellectual Property ("Unconsented IP") that has previously been granted to the Faculty Member.

Withdrawal of consent and approval ("Withdrawal") must be provided by ICPKP to the Faculty Member in any reasonable manner used by the parties to communicate, including by email.

- 5.2 The Faculty Member acknowledges and agrees that where notice of Withdrawal has been received from ICPKP, the Unconsented IP must be immediately removed from and deleted from the Faculty Members training syllabus.
- 5.3 The parties also acknowledge and agree that ICPKP may at anytime withhold its consent and approval to materials created by the Faculty Member and based on ICPKP's consent, or remove any previously granted consent and approval, and that the Faculty Member does not have any right of recourse in that regard.

6. OWNERSHIP, USE OF MATERIALS AND COMPLIANCE

- 6.1 Subject to any rights in any materials produced by the Faculty Member, the ownership of ICPKP's Intellectual Property shall transfer from the Faculty Member to ICPKP upon ICPKP's approval and consent to the material itself.
- 6.2 Where the Instructor wishes to seek consent from ICPKP to disseminate and use materials for the purpose of carrying out its duties pursuant to the Instructor Agreement, such consent must be submitted to ICPKP using the form annexed to this agreement as Schedule Two.
- 6.3 The Intellectual Property shall be considered specially ordered for ICPKP as 'works made for hire' under or for the purpose of copyright laws of New Zealand (Copyright Act 1994 or equivalent legislation. If for any reason the Intellectual Property (or any portions thereof) are held not to be 'works made for hire' the Faculty Member shall assign all right, title and interest in the Intellectual Property to ICPKP in perpetuity.
- 6.4 Notwithstanding anything to the contrary herein, ICPKP shall retain all right, title and interest in and to the Intellectual Property (and any materials used in preparation and creation of the Intellectual Property by the Faculty Member), and nothing in this Agreement shall be interpreted in a manner so as to hinder ICPKP's right to unlimited use of the Intellectual Property.
- 6.5 ICPKP may license, to the Faculty Member and other parties, Intellectual Property and other property, rights and/or materials derived from the Intellectual Property for inclusion in ICPKP's publications and educational properties. In such circumstances the Faculty Member acknowledges and agrees that the Faculty Member does not own such Intellectual Property, and agrees to be bound by the terms of such license(s) to use the Intellectual Property provided at any time.
- 6.6 ICPKP's rights in the Intellectual Property as produced by the Faculty Member shall include, but not be limited to:
 - (a) the unrestricted and exclusive right to reproduce and otherwise use the Intellectual Property globally in perpetuity, without name credit, for advertising, trade, or any other lawful purpose;
 - (b) the exclusive right to protect the Intellectual Property by copyright(s), patent(s), or trademark(s) in ICPKP's name and for ICPKP's benefit, including the right to secure

extensions and renewals of such copyright(s), patent(s) or trademark(s) in ICPKP's name and for ICPKP's benefit;

- (c) the right to alter, retouch, or crop the Intellectual Property in any way;
- (d) the right to license, distribute, assign or transfer any right, title, interest or copyright in the Intellectual Property or otherwise dispose of the Intellectual Property or any portion thereof for any purpose and in any manner; and
- (e) all subsidiary rights.

6.7 ICPKP acknowledges and agrees that if the Faculty Member develops any new or modified Intellectual Property during the term of the Faculty Agreement which does not directly relate to ICPKP's publications and education properties, and which is not specific to ICPKP's product or brand ("New IP"), then unless otherwise agreed in writing, the New IP will be property of the Faculty Member.

7. DISPUTE RESOLUTION

7.1 If any dispute that arises between the parties as to this Agreement, the parties agree to comply with the following procedure:

- (a) The complainant will write to the other party, raising the nature of the dispute, the outcome they are seeking, and what actions the other party would need to take for that outcome to be achieved.
- (b) The parties will then use their reasonable endeavour to resolve the dispute.
- (c) If the parties are unable to resolve the dispute within 15 Working Days, either party may notify the other in writing ("Mediation Notice") that the dispute should be referred to mediation. At the same time they may suggest a mediator.
- (d) If the parties are unable to agree as to a mediator within 10 Working Days of the Mediation Notice then either party may request that the President of the New Zealand Law Society appoint a mediator, and that appointment will be binding on both parties, the cost of which will be born by the party requesting the appointment.
- (e) Unless indicated otherwise by the mediator, the mediators costs related to the mediation are to be shared equally by the parties. The mediator may decide the time and location of the mediation, and will be asked to try and accommodate any parties who will be attending remotely. The parties must cover their own costs for the mediation, and use their reasonable endeavours to attend the mediation and resolve the dispute.
- (f) If the parties are unable to resolve the dispute through mediation, either party may seek a resolution under the provisions set forth in the Arbitration Act 1996. The decision of the arbitrator shall be final and binding on the Parties to the dispute.

7.2 Nothing in this clause prevents either the party from taking any immediate steps required to seek urgent interlocutory relief before an appropriate court.



EXECUTED by the parties the date and year hereinbefore mentioned

SIGNED by

PKP INTERNATIONAL Ltd
as and for and on behalf of its
affiliate ICPKP

In signing this document I acknowledge that I have read, understand, and agree to abide by the ICPKP Intellectual Property Agreement.

Signed by
(Faculty Member)
in the presence of

Signature

Witness signature

Address (city, town or locality)

Occupation



Schedule One

Item	Name	Details
1	Faculty Member	



SCHEDULE TWO

STATEMENT OF WORKS: REQUEST FOR ICPKP CONSENT

1. Faculty Member's Details:

Name:

Address:

Email:

Date of Faculty Agreement:

2. Proposed Works:

Details of proposed works:

*(Please provide information on all material prepared, created or produced by you that are based on ICPKP's publications, copyright materials and educational materials. Please **attach** copies of such material that you intend to use. Where this is not possible, please provide all relevant materials created in preparation of works (this may be course plans or breakdowns, scripts, details of third parties involved, etc). Please detail which specific ICPKP publications your work is based on.)*

Please detail the nature of intended use of proposed works:

(Please include all details on the intended nature and use of the proposed material: for example in-person or online, live or recorded, which particular ICPKP course or trainings the proposed works are in relation to, who the intended audience of the proposed works is, where the proposed works are to be disseminated (where consent is granted) when the proposed works are intended for use, etc.)

Please detail or **attach** any further information regarding the proposed works that may be applicable and/or material to the proposed works obtaining consent:

Once completed, please forward this form and all relevant annexures to ICPKP for consideration.