



PKP INTERNATIONAL LIMITED ("K-Power")

AND

("Instructor")

Intellectual Property Agreement

display property to be used at workshops, webinars, courses, trainings, 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 K-Power.

"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 Instructor Agreement and Guidelines and expressions and definitions used in this agreement bear the same meaning given to them in the Instructor Agreement and Guidelines.
- 1.3 If any inserted term inserted in this agreement conflicts with the Instructor Agreement or the Guidelines, the terms of the Instructor Agreement or the Guidelines will prevail.

2. PROTECTION AND USE OF K-POWER INTELLECTUAL PROPERTY

2.1 Use of K-Power Intellectual Property

During the term of the Instructor's accreditation with K-Power (and in accordance with the Instructor's Personal Commitment as recorded in the Instructor Agreement), the use of any of K-Power's Intellectual Property by the Instructor is subject to the following:

- (a) The use of K-Power'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 Instructor Agreement;
 - (iii) The Guidelines; and
 - (iv) Any other deed, agreement, contract prepared or provided by K-Power;
- (c) Any goodwill in K-Power's Intellectual Property belongs to or will revert solely to K-Power, and solely to the Instructor's exclusion. For clarity, this includes any work that the Instructor has produced (with K-Power's consent and approval) in accordance with the following, including anything created prior to the date of this Agreement:
 - (i) this agreement;
 - (ii) the Instructor 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 Instructor for any goodwill associated with the Instructor or its associates use of K-Power'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 K-Power's Intellectual Property, are held by you or your associates under a bare trust for K-Power; and
- (f) Unauthorised use of K-Power's Intellectual Property is a default under this Agreement and an infringement of K-Power's Intellectual Property, and may be dealt with in accordance with clause 27 of the Instructor Agreement.
- (g) During the term of the Instructor Agreement, if K-Power requests, the Instructor must in its business, use all trade names, trade mark and copyright notices or other markings that K-Power requires the Instructor to use.

3. INVENTIONS AND IMPROVEMENTS

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

4. RECORDINGS AND LIVE TEACHINGS AND WORKSHOPS

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

5. WITHDRAWAL OR WITHHOLDING OF APPROVAL AND CONSENT

- 5.1** K-Power 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 Instructor. Withdrawal of consent and approval ("Withdrawal") must be provided by K-Power to the Instructor in any reasonable manner used by the parties to communicate, including by email.
- 5.2** The Instructor acknowledges and agrees that where notice of Withdrawal has been received from K-Power, the Unconsented IP must be immediately removed from and deleted from the Instructors training syllabus.
- 5.3** The parties also acknowledge and agree that K-Power may at anytime withhold its consent and approval to materials created by the Instructor and based on K-Power's consent, or remove any previously granted consent and approval, and that the Instructor 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 Instructor, the ownership of K-Power's Intellectual Property shall transfer from the Instructor to K-Power upon K-Power's approval and consent to the material itself.
- 6.2** Where the Instructor wishes to seek consent from K-Power to disseminate and use materials for the purpose of carrying out its duties pursuant to the Instructor Agreement, such consent must be submitted to K-Power using the form annexed to this agreement as Schedule Two.
- 6.3** The Intellectual Property shall be considered specially ordered for K-Power 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 Instructor shall assign all right, title and interest in the Intellectual Property to K-Power in perpetuity.
- 6.4** Notwithstanding anything to the contrary herein, K-Power 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 Instructor), and nothing in this Agreement shall be interpreted in a manner so as to hinder K-Power's right to unlimited use of the Intellectual Property.
- 6.5** K-Power may license, to the Instructor and other parties, Intellectual Property and other property, rights and/or materials derived from the Intellectual Property for inclusion in K-Power's publications and educational properties. In such circumstances the Instructor acknowledges and agrees that the Instructor 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** K-Power's rights in the Intellectual Property as produced by the Instructor 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 K-Power's name and for K-Power's benefit, including the right to secure extensions and renewals of such copyright(s), patent(s) or trademark(s) in K-Power's name and for K-Power'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 K-Power acknowledges and agrees that if the Instructor develops any new or modified Intellectual Property during the term of the Instructor Agreement which does not directly relate to K-Power's publications and education properties, and which is not specific to K-Power's product or brand ("New IP"), then unless otherwise agreed in writing, the New IP will be property of the Instructor.

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 borne 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 K-Power

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

Signed by
(Instructor)
in the presence of

Signature

Witness signature

Address (city, town or locality)

Occupation

Schedule One

Item	Name	Details
1	Instructor	

SCHEDULE TWO

STATEMENT OF WORKS: REQUEST FOR K-POWER CONSENT

1. Instructor's Details:

Name:

Address:

Email:

Date of Instructor Agreement:

2. Proposed Works:

Details of proposed works:

*(Please provide information on all material prepared, created or produced by you that are based on K-Power'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 K-Power 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 K-Power 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 K-Power for consideration.