

Intellectual Property Agreement

Preamble

In accordance to the University of the Witwatersrand Intellectual Property Policy, the University recognizes that it is a community of scholars and is committed to providing an environment that supports the research and teaching activities of all its staff and students in the pursuit of excellence and for the public good. The University wishes to encourage all members of its community to create original works of authorship and to engage in free expression and exchange of ideas and to allow them to be rewarded for their knowledge and creativity.

Definitions and Interpretations

In this document, the following terms are used:

“Assignee” refers to a person to whom a right or liability is legally transferred (i.e. Researcher);

“Assignor” refers to a person who transfers rights or liabilities to another (i.e. the Head of School or Curator); “Curator” refers to the custodian of the Collections;

“Data” refers to all information obtained from the original specimens or replicas (casts) associated with the School of Anatomical Sciences. This includes but is not limited to photographs, imaging modalities, 3D representations and reproductions as well as data sets;

“The School” refers to the School of Anatomical Sciences;

“Access Advisory Committee” refers to the School of Anatomical Sciences Collections Committee;

“Third party” refers to any individual, research group, organisation or institution other than the assignee.

Ownership of data at the School of Anatomical Sciences

1) All information obtained through the resources associated with the School of Anatomical Sciences is owned by the School and the University of the Witwatersrand. In many instances (for example, in the case of human remains from archaeological contexts) these also form part of the National Heritage of South Africa.

2) These resources may therefore only be utilized in compliance with the rules, regulations and agreements as set out by the Institutional and National policies.

3) No person may carry out any work on any specimen in the School’s collections unless authorized to do so by the Assignor or his/her duly appointed nominee.

4) No photographs, images or reproductions of original specimens or replicas (casts) may be taken of any specimen in the collections without the formal consent of the Assignor and the relevant Access Advisory Committee.

5) Any photographs, images, reproductions or any other information (hereafter referred to as data) obtained from original specimens / material remains the property of the School of Anatomical Sciences and the University of the Witwatersrand.

6) The ownership of these data remains with South Africa where the original specimens are housed and its designated proxy for intellectual property ownership, the University of the Witwatersrand and the School of Anatomical Sciences.

Use and distribution of data

1) Data obtained from original specimens may not be used for any purpose other than the approved research project without the express written permission of the Assignor in consultation with the Advisory Panel.

2) The Assignee should be attentive in the use of ethically acceptable terminology when referring to southern African populations.

3) The distribution of data to a third party by the Assignee is not permitted.

4) Request by a third party to access the data requires written permission from the Assignor.

FOR OFFICE USE ONLY:

Application Reference Number: _____

School of Anatomical Sciences

University of the Witwatersrand, Johannesburg

7 York Rd, Parktown, 2193, South Africa • Tel: +27 11 717 2713 • Fax: +27 11 717 2422 • www.wits.ac.za

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- 5) The distribution of data for commercial purposes is not permitted without permission from the Assignor.
- 6) As far as possible and where appropriate, projects including collections of the School should be carried out with collaborators associated with the School of Anatomical Sciences.
- 7) On completion of the work, copies of all data must be given to the Curator.
- 8) The School of Anatomical Sciences reserves the right to use the data in future research and teaching projects. The School will apply for ethical clearance in such cases. The assignee is also required to add the permission clause to their ethics application.
- 9) The School of Anatomical Sciences will allow the assignee a moratorium on the data to a maximum period of 2 years to complete their research goals (i.e. publication, dissertation etc...) before using the data for research projects or teaching.
- 10) Data may not be made available on any Internet web-site, ftp-site, or any other similar public access point without the Assignors prior permission and appropriate acknowledgement to the School of Anatomical Sciences, University of the Witwatersrand and associated individuals who may have facilitated the process.

Credit

- 1) Any publication, book, thesis or film arising from the use of data through the School of Anatomical Sciences archive must be sent to the Curator for curation in the School's archive.
- 2) A credit line to acknowledge the School of Anatomical Sciences, the University of the Witwatersrand and any individuals who assisted in facilitating the work must be included in any work resulting from the project.
- 3) Any publication, book, thesis or film arising from the use of data through the School of Anatomical Sciences repositories are encouraged to acknowledge the individuals who have generously donated their bodily remains.

Termination

- 1) The Assignee acknowledges that due to the nature of this agreement, termination of the agreement will be effective if any of the stipulations mentioned in this document are not adhered to.
- 2) Failure to adhere to the stipulations by the Assignee or third party, may result in the assignee being refused future access to all data and original collections that fall under the curatorship of the School of Anatomical Sciences.
- 3) If a scientific publication results through unauthorised actions of the Assignee and/or third party, for which approval was not granted in writing by the Assignor or duly appointed nominee, the relevant journal/publisher will be notified of this.

Please include the title of the project as outlined by the associated proposal and application:

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The signature of the Assignee indicates that all stipulations mentioned in this Agreement have been read, are clearly understood, and will be adhered to.

Full Name _____

Signature

Date

Witness

Full Name _____

Signature

Date

FOR OFFICE USE ONLY:

Application Reference Number: _____