Research Contracts

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1.0 Introduction

Wesley Research Institute (WRI) undertakes research that requires clear description of the various obligations for the involved parties. It is critical that these obligations are detailed in an appropriate contract to ensure that the contracted parties have secured and agreed to the necessary obligations for the successful conduct of research.

2.0 Purpose

The purpose of this policy is to describe the institute's requirements in regard to research contracts.

3.0 Scope

This policy is applicable to all research staff including permanent, casual, secondment, full-time and part-time arrangements. It is also applicable to honorary appointments and students hosted at the institute.

This policy describes the institute's principles of contracting for research projects, but external to its scope are the principles for contracting in philanthropy, corporate services and other functions that do not directly relate to the obligations of discrete research projects.

4.0 Principles

4.1. Pre-contract considerations

Prior to a written contract, informal formats of discussion can create legal obligations for WRI. Therefore, unless explicitly approved by the Chief Executive Officer (CEO) in writing under extenuating circumstances, it is critical for WRI personnel (a) to avoid making commitments to a third party even if not in written form, and (b) to not commence research activities until a written contract is fully executed.

4.2. Contract requirements

Contracts must comply with (a) all applicable laws and regulations, and (b) WRI's policies, procedures and processes.

Contracts entered into must also (a) be in the institute's best interests, and (b) be consistent with the institute's mission statement, values and current strategic plan.

All contracts must be referred to the institute's lawyer for review, unless (a) it is an approved contract template, or (b) it has been confirmed by the signatory – per the institute's Delegations of Authority – as low risk, as defined by fulfilling all criteria described below:

- Minor actual or potential non-compliance with standard terms in an approved template that will not materially impact the institute's reputation, a significant relationship or a significant agreement;
- Negligible actual or potential risk on academic integrity, academic freedom, workplace health and safety (WH&S), cybersecurity, privacy and confidentiality, foreign influence/interference, and defence risk e.g., affecting declaration on the defence and strategic goods list/DSGL;
- No impact on institute assets including Intellectual Property Rights (IPR);
- No restriction on the institute to publish or progress research; and
- No restriction on the institute to engage with parties.

All contracts of the below nature do not constitute low risk, even if all above criteria are fulfilled:

- Contract value is at least $200,000 for the institute;
- Contract relates to a significant new institute activity, commercialisation of IPR, or the licencing or sale of IPR;
- Contract relates to the establishment of a new venture, joint venture, partnership, affiliate relationship, centre or institute, or the creation or the establishment or entry into a new legal entity (irrespective of value).

Table 1. Guiding principles for the identification of appropriate research contracts.

Question	Agreement Type
Q1. Do you need to share confidential information before the project starts?	Mutual confidentiality disclosure agreement (CDA)[1]
Q2. Do you need to purely transfer/receive data i.e., no further collaboration than the transfer or receipt?	Data transfer agreement (DTA)[2]
Q3. Do you need to purely transfer/receive materials i.e., no further collaboration than the transfer or receipt?	Materials transfer agreement (MTA)[2]
Q4. Do you need to carry out collaborative research i.e., >1 party contributes to the research?	Collaborative research agreement (CRA)[3]
Q5. Do you need to provide/receive consultancy services or fee-for-service research?	Services agreement[4]
Q6. Do you need to provide clinical trial services as a site or function as the Sponsor institution in a multi-site trial?	Clinical trial research agreement (CTRA) or Clinical investigation research agreement (CIRA)[5]
Q7. Do you need to receive funding as a grantee or disperse funds as a grantor e.g., Grant Rounds?	Funding agreement[6]
Q8. Do you need to buy/sell pre-existing IPR?	Assignment agreement[7]
Q9. Do you need to use or allow use of pre-existing IPR?	Licence agreement[7]

[1]A one-way CDA must not be signed except in extenuating circumstances (note that a CDA is often referred to as a non-disclosure agreement/NDA).
[2]If the institute is a recipient and the provider requests IPR ownership or reach-through rights, this must be escalated to the Executive Leadership Team.
[3]The National Multi-Jurisdictional Multi-Party non Clinical Trial CRA (endorsed at the Clinical Trials Project Reference Group Meeting, Australian Clinical Trials on 13 April 2022) is recognised by the institute. Note that it supersedes the Health Translation Queensland Third Party Agreement.
[4]If this has a mutually beneficial research output for the institute, this must be escalated to the Executive Leadership Team e.g., a bespoke agreement may be established where the institute owns all IPR, with the client receiving a limited research licence and an option to negotiate a commercial licence.
[5]The CTRA templates published by Medicines Australia and the Southern and Eastern Border States (SEBS) Panel in 2017 are recognised by the institute. For device trials, the CIRA template published by the Medical Technology Association of Australia (MTTA) and SEBS in 2022 are recognised by the institute.
[6]For NHMRC/MRFF funded projects, a multi-institutional agreement (MIA) or similar is required for Chief Investigator/s. Note that the MIA templates for NHMRC and MRFF funded projects (published by the Australian Research Management Society/ARMS, both in 2023) are recognised by the institute.
[7]These type of agreements are negotiated case by case and must be escalated to the Executive Leadership Team.

Table 2. Guiding principles to enact a change in a fully executed research contract.

Question	Agreement Type
Q1. Do you need to vary the terms of a fully executed contract?	Deed of variation
Q2. Do you need to transfer the rights and obligations of a contracted party to a third party, in a fully executed contract?	Deed of novation
Q3. Do you need to terminate a fully executed contract?	Deed of termination

4.3. Legal guidance

Legal advice must be sought through the Research Office and if necessary, in addition, the Executive Leadership Team. This is critical as the institute has in their engagement an external lawyer/s who have agreed to certain fees and conditions.

A fee estimate must be confirmed prior to commencement of external legal review. Legal costs must be included in the relevant team's budget i.e., there is no shared legal overhead.

4.4. Contract execution

Contracts must be signed by the indicated delegate per the institute's Delegations of Authority.

Fully executed contracts must be noted in the institute's Legal Register and a copy of the fully executed file stored in the Legal Agreements SharePoint directory.

4.5. Management of contracts

WRI's signing delegate must nominate a person in the Research Office to manage the institute's performance and receipt of benefits under each contract. This person must ensure contract variations are documented and treated as a separate contract i.e., in itself, a contract variation is subject to this policy.

The person nominated for contract management should not be a student, honorary staff or a contractor.

Contract disputes must be notified contemporaneously to the signing delegate. If the dispute is low risk and not likely to lead to litigation, it can be notified to the Research Office for management.

5.0 Roles and Responsibilities

All research staff, honorary fellows and students are responsible for understanding and adhering to this policy.

Frontline leaders are responsible for the monitoring of this policy's use within their team/s. Concerns and issues should be escalated to the Head of Research Operations for further investigation.

Signing delegates are responsible for nominating a person to manage the contract. This appointed person is responsible for updating the Legal Register, filing fully executed contracts in the Legal Agreements SharePoint directory, managing the institute's performance and receipt of benefits in the contract, and managing contract variations.

Executive leadership team are responsible for finalising approved contract templates in consult with relevant legal input.

6.0 References and Related Documents

6.1 References

6.1.1 HERC IP Framework Decision Tree 2022
6.1.2 Australian Research Management Society (ARMS) Good Practice Guide for University to University Contracting 2023
6.1.3 Australian Code for the Responsible Conduct of Research 2018
6.1.4 National Statement on Ethical Conduct in Human Research 2023

6.2 Related Documents

6.2.1 RS01A Research Governance
6.2.2 RS01B Research Integrity and Misconduct
6.2.3 RS05 Intellectual Property Rights
6.2.4 RS10 Foreign Influence and Interference
6.2.5 Consultancy and Secondary Employment

7.0 Version History

Version No.	Approver	Implementation Date	Summary of Change
1.0	Andrew Barron	1/03/2024	e.g., Introduction of Policy