

Research Contracts Toolkit for Researchers

Who to contact If you receive or require a research contract to be prepared, contact the Research Contracts and Funding Team (Research Services) by email research-grants@ecu.edu.au or phone a Research Contract Adviser on 6304 2850. For general research queries contact research@ecu.edu.au or your Associate Dean (Research).

ECU contract review process and Research Services review The Research Contracts and Funding Team support effective research contract management at ECU by: (1) reviewing the contract on behalf of ECU from a research administration/management perspective; (2) coordinating all other internal ECU reviews of the contract; (3) negotiating the terms of the contract with other parties; and (4) organizing signing, recording and contract management of all research contracts at ECU, whilst keeping the researcher informed. Depending on the contract, the Research Contracts and Funding Team will arrange ECU internal reviews by: (1) Legal & Integrity; (2) Finance and Business Services Centre; (3) Risk & Assurance and (4) other parts of the university as required.

Researcher review of research contracts As part of its internal review of the contract, the Research Contracts and Funding Team will request the lead ECU researcher for the project (or their delegate) to review the research contract before it is finalised. The lead researcher is also requested to provide any supporting documentation if not already provided with grant application (e.g. guidelines, proposal, finance prepared budget, updates, critical details for the project and information relating to the contract already discussed with the other parties). In reviewing the research contract, the lead ECU researcher is requested to ensure: (1) the contract reflects the research project which the researcher will manage and has up to date and accurate research project information; (2) milestones and deliverables are able to be completed within the timeframes; (3) the researcher will be able to use the research findings as planned; and (4) the contract reflects the relationship the researcher is developing with funders and collaborators. **Suggestion:** Focus on the research project, the project timelines, deliverables and planned use of the research findings as part of this review.

Types of research contracts Research Contracts vary depending on which party is preparing the contract (ECU or another party) and the intention of the contract. As a general guide, the main types include:

- (1) *Research Funding Contracts* where funding is being provided by another party and ECU will complete a research project;
- (2) *Research Collaboration Contract* (or Multi-Institutional Contract) in most cases refers to the Research Funding Contract and details the project roles and funding for any collaborating research organisations;
- (3) *Research Contract* is a general term for any type of research contract where the funding and collaboration aspects are in one contract rather than separated into a funding and/or collaboration contract;
- (4) *Letter Agreement* is a less formal (but still legally binding) agreement typically used for small value, low risk research engagements;
- (5) *Confidentiality Agreement* is used to create responsibilities for confidential information when one or more parties are seeking to share information which they don't want shared further;
- (6) *Research Access/Sharing Contract* is for when one or more parties seek to access another party's data or materials;
- (7) *Materials Transfer Agreement* is used when materials are being provided or exchanged and typically details how the materials (and any research relating to them) will be treated and transferred;
- (8) *Subcontract* is where a part of a project detailed in a contract (such as a Research Funding Contract) is being undertaken by another party; and
- (9) *Memorandum of Understanding* (research related) is a strategic document for detailing parties' intentions for the future (e.g. to collaborate or develop a collaborative relationship). They can be legally binding or non-binding depending on how they are drafted.



Contract delegations (who can sign contracts) ECU has a clear set of delegations that allows particular individuals to sign agreements on behalf of the university. Further information is available at: <https://intranet.ecu.edu.au/staff/centres/strategic-and-governance-services/our-services/university-governance/delegations> which details signatories for research contracts. Primary signatories include Director (Research Services), Deputy Vice-Chancellor (Research) and Vice Chancellor **Suggestion:** Check with the Research Contracts and Funding Team to advise on, or to arrange, signing of any research contracts.



Research project aim, activities, milestones, timelines The contract will either refer to your research proposal or grant application, or summarise the key research details. These project-specific details need to reflect the project as well as respond to changing circumstances. The details also need to be accurate to ensure ECU can meet the contract requirements. **Suggestion:** Check for accuracy and consider the likelihood of being able to complete the project, deliver milestones within the agreed timeline, as detailed, or if the contract should be reworded to broaden/lessen the requirements.



Budget and costing the project Research project budgets (including the University Service Charge, if required) are prepared and/or endorsed by School Finance Teams and these amounts are recorded in the contract. Depending on the contract, how the amounts are detailed in the project budget may affect how you are able to spend the funding during the project. If the amount awarded is less than requested in the grant application, this may result in change to the project scope and revised budget to be prepared in partnership with School Finance Team. **Suggestion:** Contact your School Finance Team if you have budget queries. Also advise the Research Contract Funding Team if the contract budget requires updating.



Invoicing, payment, financial reporting The contract should have clauses relating to invoicing arrangements, when payment is to be made by a funder or collaborator, and any financial reporting to be completed. The dates of the final technical research report, final financial report and/or final invoicing date may affect when ECU Finance closes access to the project funds. **Suggestion:** Consider the end dates of the project and the end dates of financial activities. If unclear, contact your School Finance Team.



Project intellectual property Intellectual Property (IP) is a general term used to describe intangible creations or ideas (examples for research could include research methodology, diagrams, presentations, findings/outcomes, reports, publications) and could also include copyright material, designs, discoveries, inventions, know-how, patents, trade marks, and trade secrets. Project IP clauses will detail who will own the IP created in the project and how it may be used during and after the project. The Research Contracts and Funding Team is able to provide advice as to whether the IP clause is reasonable for the project circumstances. **Suggestion:** Check the Project IP clause and consider if it matches what you had in mind for the project and your intended research outcomes. For example – publication (e.g. in academic journal), further research (e.g. future grant applications), educational purposes (e.g. part of future lectures) or commercialisation (available to market). It is also important to ensure that any confidentiality obligations will not conflict with any intellectual property rights, so check the confidentiality clause to make sure it works together with the IP clause.

For PhD and MBR student projects (or projects which include student contributions and involvement), typically students will retain copyright in their thesis. It is also important to ensure that they have the right to have their thesis examined and to submit work for publication (subject to confidentiality obligations).



Background intellectual property Background Intellectual property (or existing IP) typically refers to IP that one party is bringing to the project. This material may also be confidential or commercially sensitive. Clauses dealing with background IP should clarify who owns that IP and the conditions on which the other parties may use that IP. **Suggestion:** Check the clause for access you may require to the other party's background intellectual property for the project (and consider any needs you may have in the future e.g. ongoing research). If you or ECU are contributing background IP, consider if there are any restrictions on the use of this IP that may be needed in the project and advise the Research Contracts Funding Team.



Liabilities, indemnities and warranties These sections of the contract detail legal responsibility for the project (especially if something goes wrong). It is important to make sure that these clauses are reviewed with regard to the risks associated with the project and any relevant insurance that the parties may have in place. **Suggestion:** Legal & Integrity are the experts on these aspects, and the Research Contracts and Funding Team will seek their advice by organising legal review of the research contract