

# Procedures for Research and Consultancy Activities

## Purpose

The purpose of this document is to provide the procedures to be followed for developing, recording, administering and managing research and consultancy activities in the University.

All UniSA staff have responsibility for ensuring that all research and consultancy activities are managed in a manner that meets the requirements of the relevant funding body/client, the *University Activities: Research and External Engagement Activities Guidelines* and in accordance with the Australian Code for Responsible Practice in Research. Research and Innovation Services (RIS) have the primary responsibility for providing the framework to meet these requirements.

These procedures are to be followed for the following activities:

- Sponsored Research;
- Contract Research; and
- Consultancies.

Definitions for these activities are at Appendix 1.

## Exclusions

These procedures do not apply to the following external activities:

- Corporate and executive education activities provided to external partners;
- Undergraduate and Honours externally funded scholarships;
- Student placements with industry and government where a fee is paid by the external partner;
- Non-award short courses provided to external partners;
- Testing/equipment usage.

For guidance on the management of these activities please refer to your Manager: Divisional Finance.

## Research and Consultancy Project Management System

The University's Research Management System (RMS) has been designed to support the early identification of proposed research projects. Partner Engagement Managers, Division Research Offices, and RIS are to encourage staff to interact with the system so that appropriate support can be provided at each stage of the development of the proposal/application.

The RMS is used for the project management of all research and consultancy projects and provides verified information for:

- external reporting requirements ie, the Higher Education Research Data Collection, Excellence in Research for Australia;
- internal reporting requirements ie, Academic Staff Activity Reports, Research RevGen; and
- project details on staff home pages.

The RMS supports all stages of a research project from Internal Expression of Interest, Application Development and Submission through to Post Award Project Management.

All funded research and consultancy projects must be recorded in RMS and have a unique PG cost centre in the Finance System.

## Research Proposals

The following must be taken into consideration before a contract research proposal is submitted for approval by the appropriate University designated officer:

- Alignment to University strategy;
- Costing and pricing and the return to the University as a result of undertaking the project;
- The expected income and expenditure associated with the project;
- Resource requirements;
- Capacity to deliver;
- Intellectual property arrangements; and
- Risk assessment.

The University has developed a research proposal template which may be used for contract research proposals. Contact your Partner Engagement Manager or Research Proposal Coordinator for more information.

### Alignment to University Strategy

Heads of School and Directors of Institutes are responsible for ensuring that research activity is aligned with the University Strategy outlined in *Research & Innovation Strategic Plan (2016-2020)*.

### Costing and Pricing

All contract research proposals must be fully costed and take into account the value of the work for the client; generate an appropriate return for the University to cover direct and indirect costs; and include infrastructure, services and support costs (overheads).

Where a project has not been fully costed (including all indirect costs) the appropriate Head of School or Pro Vice Chancellor must agree to cover the shortfall prior to submission to the client. The written approval must be uploaded into the research management system prior to cost centre activation.

Where a funding agency specifically excludes the inclusion of overheads Research and Innovation Services should be notified at budget development stage and an appropriate item code will be allocated.

Project milestones should be clearly defined while formulating the proposal to ensure clarity around contract deliverables and payment schedule.

Partner Engagement Managers and Research Proposal Coordinators are encouraged to utilise the University's MyRP budget tool for the development of budgets for contract research proposals. When developing budgets all costs must be incorporated including in-kind and any internal cash contributions.

Sponsored research applications are to be appropriately costed in accordance with the relevant funding rules of the provider. Where possible the use of the MyRP budget tool is encouraged for sponsored research applications however, where the funding agency requires an application to be entered into their own system there is no requirement to develop the budget in MyRP. Note that a MyRP budget will be required if the application is successful.

### Resource Requirements

Consideration must be given to the infrastructure and resource requirements of the project and in particular any requirements that will impact other areas of the University, ie, use of laboratories or equipment hosted by another Division. In principle agreement should be secured ahead of submission to the client.

## Capacity to Deliver

It is important when developing a proposal that Partner Engagement Managers ensure that the research team has both the expertise and available workload allocation to complete the proposed project. In principle approvals from line managers should be obtained prior to submission to the client.

## Intellectual Property

Intellectual property is to be managed in accordance with the University Intellectual Property: Ownership and Management Policy. Partner Engagement Managers and Chief Investigators are to ensure that intellectual property ownership and conditions of use are agreed during proposal development.

## Risk Assessment

The primary responsibility for assessing risk in research and consultancy projects lies with the researcher and the Partner Engagement Manager or equivalent. When making such an assessment the following should be considered:

- Type of client
- Type of contract
- Intellectual property
- Political and commercial sensitivity
- Capacity to meet contractual commitments
- Legal risk exposure
- Realisation of expected benefits

Risk and Assurance Services maintains a comprehensive set of guidelines for the assessment of project risks and can be accessed here: <https://www-p.unisa.edu.au/aas/Risk-Management/Risk-Assessment-PQS.asp>

Commentary around why an assessment for a particular proposal has been made is required to be recorded in the RMS. Where the risk is assessed as greater than 'low' the Partner Engagement Manager must also identify the controls that will be put in place to mitigate the risk and record them in RMS.

## Approvals and Authorisations

All contract research proposals are to be entered into RMS and approved by the appropriate Head of School/Director of Institute in accordance with the Vice Chancellor's Authorisations prior to submission to the client/funder.

If a Head of School/Director of Institute is the lead investigator on a project then the approval must be from the appropriate supervisor ie, Pro-Vice Chancellor.

All contract research proposals should be submitted through the Division Research Office.

All sponsored research applications are to be entered into RMS and, if University endorsement is required, approved by the Director: Research and Innovation Services, in accordance with the VCA's, prior to submission to the funding agency.

## Contract Development/Review

Template agreements containing the University's standard terms and conditions are available from UniSA Legal on request. Where possible these agreements should be proactively offered as our terms and conditions to clients. Partner Engagement Managers are encouraged to utilise University standard template agreements and arrange for contract execution in accordance with the Vice Chancellor's Authorisations.

The Contract Establishment Team, in collaboration with UniSA Legal, can assist Partner Engagement Managers with the contracting process by negotiating and arranging for the execution of all research related contracts and agreements. This includes contracts with external organisations where the University's standard terms are not initially adopted or where changes are requested. This includes funding agreements, collaborative research agreements and non-funded research collaborations. The Contract Establishment Team will also generate and process agreements that are ancillary to research activities such as confidentiality agreements, data sharing and material transfer arrangements and contracts for the renewal or variation of a grant or research contract.

Any request for assistance in the review or negotiation of funded research related contracts and agreements should be accompanied by:

- The details of the lead researcher and any administrative contact at a local level.
- The RMS file number.
- If the matter is unfunded then it should be referred with documentation providing institutional support for involvement in the activity, e.g. written authorisation from the relevant Head of School (or higher) .
- Identification of collaborators/clients on the project;
- A full project description or application that outlines the budget, milestones and deliverables; and
- A written brief that outlines any pre-agreed terms, historical context of the project and clearly states any contract deadlines.

The University has established a Contract Tolerance Framework which is at Appendix 2 should you need assistance in identifying the type of agreement needed or what position to take during project negotiations.

## Project Establishment

A project must not commence until the client/funding body has accepted the proposal and an agreement (or equivalent) executed between the client/funding body and the relevant UniSA signatory in accordance with the Vice Chancellor's Authorisations.

The Partner Engagement Manager/Research Proposal Coordinator is responsible for ensuring that all project establishment requirements for contract research and consultancy projects are completed prior to requesting a cost centre.

These activities may include, but are not limited to:

- An agreement between the funder/client and the University executed in accordance with the Vice-Chancellor's Authorisations;
- Ethics and safety approvals;
- Collaborative or other associated agreements; and
- Final budget set up and approved in MyRP.

Research and Innovation Services are responsible for ensuring that project establishment requirements for sponsored research projects are completed prior to requesting a costing centre.

## Ethics and Safety Approvals

For projects that require ethics and safety clearances it is the responsibility of the lead investigator to obtain those clearances prior to commencing work on the project.

The Partner Engagement Manager and Research Innovation Services are to ensure that projects do not commence without appropriate approvals in place.

Further advice on ethics and safety requirements can be found on the [Research Integrity and Ethics](#) web pages.

### Associated Agreements

Depending on the nature of the project there may be a requirement to have associated agreements executed prior to commencement of a project.

If it is unclear whether an associated agreement is required advice should be sought from the University's Contract Establishment Team to ensure that work does not commence on a project without appropriate agreements in place.

A fully executed copy of all agreements must be uploaded into RMS prior to cost centre establishment.

### Final Budget

If the MyRP budget tool was not utilised prior to submission of a proposal or application a final budget must be developed and approved in MyRP prior to cost centre establishment.

Research Proposal Coordinators are responsible for liaising with the lead investigator to develop or refine a budget for entry into MyRP. This includes Sponsored Research projects which have been submitted through Research and Innovation Services.

A PG cost centre cannot be activated until a budget has been finalised and approved in MyRP.

### Project Management

The Research Projects Management (RPM) team in RIS is responsible for the management and monitoring of all contract and sponsored research projects.

This includes the management of contract milestones, variations, reporting and the generation of invoices.

The Partner Engagement Managers are responsible for the management and monitoring of consultancy projects.

The financial management of both research and consultancy projects is the responsibility of the appropriate Manager: Divisional Finance.

### Project Milestones

The RPM team will enter all contractual and financial milestones into RMS and ensure that the appropriate financial milestones are transferred into MyRP.

Where milestone changes are agreed with clients the RPM team are to be provided with written confirmation of those changes. If the change is significant then a contract variation should be prepared and signed by all parties.

The RPM team will enter the varied milestones into RMS.

The RPM team is responsible for monitoring and ensuring that milestones are met and will regularly monitor outstanding milestones and escalate as required.

### Financial Management

The local Manager: Divisional Finance is responsible for the financial management of the project and ensuring that the project funds are spent in accordance with the approved budget and the requirements of the client/funding body.

The local Manager: Divisional Finance is to ensure that all active sponsored and contract research cost centres are reviewed in accordance with the requirements set down in the [Procedure for the Review of Research Grant](#)

[Financial Transactions](#). RIS is responsible for ensuring that an independent income and expenditure review is conducted in accordance with the Procedure.

### Variations

Where a variation to a contract is required the Partner Engagement Managers are to notify the:

1. Contract Establishment Team that a variation is required and the details (if appropriate); and
2. Research Project Management Team who will suspend any milestones until the variation is fully executed.

### Project Closure

When all contractual and financial requirements have been finalised the RMS record should be closed and the appropriate Manager: Divisional Finance advised.

The Manager: Divisional Finance is responsible for ensuring that the cost centre is closed in accordance with standard financial practices.

### Definitions

#### Contract Research

Contract research refers to research projects where the aims and objectives are specified by the client/funder. The research project may be awarded through either negotiation or a competitive funding round. Funding is provided by the funder to achieve a goal that is for the benefit of the funder.

#### Sponsored Research

Sponsored research is normally allocated competitively on the basis of peer judged excellence and is investigator driven. The research is mainly basic or strategic but not usually concerned with customer defined outcomes. Examples of sponsored research include grant schemes from the National Health and Medical Research Council, Australian Research Council, National Heart Foundation and similar not-for-profit organisations.

#### Consultancy

Consultancy refers to any project that involves an industrial, private or public sector organisation buying the skills and expertise (pre-existing know how) of staff to work on a specified project. Consultancies involve the application of existing knowledge and do not lead to the development of new intellectual property. Income from activities of this nature are not included in HERDC research income definitions. For the purposes of clarification, Consultancies do not include: Research (Sponsored or Contract), Non-Award and Award Courses, Testing, Executive education or services provided by one part of the University to another.

#### Definition of Research

All Sponsored and Contract research projects must meet the definition of research and experimental development set out in the 2015 Frascati Manual. Research and experimental development is defined as:

*‘creative and systematic work undertaken to in order to increase the stock of knowledge – including knowledge of humankind, culture and society – and to devise new applications of available knowledge’.*

For an activity to be classified as a research activity it must satisfy all five of the following core criteria:

1. aimed at new findings (novel),
2. based on original, not obvious, concepts and hypotheses (creative),
3. uncertain about the final outcomes (uncertain),
4. planned and budgeted (systematic), and
5. lead to results that could be possibly reproduced (transferable and/or reproducible).

## Contractual Negotiation Tolerances

	UniSA Centric Approach (e.g. RTIS and internally funded grants as well as some DP's)	Externally Administered Projects	Fostering a Commercial Relationship Approach (e.g. LP's and CRC-P's)	Fostering a Research Relationship Approach (e.g. DP's, Hubs, Centres etc.)	Contracted Research Approach
<p><b>Contextual Considerations</b></p> <p><i>While negotiating an agreement we should give due consideration to the underlying intention of the project, the financial viability/profitability of the project, the potential commercial implications of the project, the ability of UniSA to protect its interests and the interests of our researchers.</i></p>	<p>This approach can be taken in situations where it is either inappropriate for another organisation to own any of the IP, where a head agreement doesn't allow it or where UniSA is considerably more invested in the project than the other party.</p> <p>This approach would have to be fairly clear before the contract is presented to the other party for review.</p>	<p>This scenario could cover a variety of agreements with other educational or government bodies. The below should be seen as guidelines to ensure a basic equitable level of rights.</p>	<p>This approach is focused on the intent of establishing a long term commercialising relationship through multiple/ongoing projects. The licensing clause is broad and generous and the method to trigger commercialisation is clear and specific.</p> <p>To effect this you would need to add definitions for 'Commercialisation Notice' and 'Internal Use/Operation' and build these into your IP and Licensing provisions.</p> <p>It should be noted that if we allow the other party to internally increase the proficiency of their operations using Project IP then we will have to assess the balance between the contributions of our partner and likelihood of the project resulting in a product/service that can be commercialised.</p>	<p>This approach focuses on establishing a contract that protects the rights of the University and the researcher while taking away as much contention from the clauses as possible. The aim for this approach is to get a contract that will be signed and returned so that we can proceed with the research.</p>	<p>An approach where we are providing a service for a fee. In this scenario there are two options to consider: A <b>fully costed research</b> project where the recipient receives all the rights or a slightly subsidised model where we <b>retain some rights</b>.</p> <p>These agreements need to be costed out very carefully and reflect the fully costed market rate for the research balanced against the rights that we want to retain.</p>
<p><b>Background Intellectual Property (BIP)</b></p> <p><i>A common approach across all scenarios reflects a position that recognises the assets that a party brings to a project.</i></p>	<p>BIP is defined in our agreements as material that is developed prior to or independently of the project. It is part of the intellectual contribution of a Party and as such should be freely used for the project but ownership should not be transferred by virtue of the standard CRA.</p> <p>"Ownership of Background Material is not transferred by virtue of this Agreement. Each Party hereby grants a royalty free licence to use any Background Material it makes available for the purposes of undertaking the Project (other than for Commercialisation). Where Background Material is owned by a third party, the Collaborating Partner will ensure that it grants or obtains a license to allow the</p>	<p>BIP is defined in our agreements as material that is developed prior to or independently of the project. It is part of the intellectual contribution of a Party and as such should be freely used for the project but ownership should not be transferred by virtue of the standard CRA.</p> <p>"Ownership of Background Material is not transferred by virtue of this Agreement. Each Party hereby grants a royalty free licence to use any Background Material it makes available for the purposes of undertaking the Project (other than for Commercialisation). Where Background Material is owned by a third party, the Collaborating Partner will ensure that it grants or obtains a license to allow the</p>	<p>BIP is defined in our agreements as material that is developed prior to or independently of the project. It is part of the intellectual contribution of a Party and as such should be freely used for the project but ownership should not be transferred by virtue of the standard CRA.</p> <p>"Ownership of Background Material is not transferred by virtue of this Agreement. Each Party hereby grants a royalty free licence to use any Background Material it makes available for the purposes of undertaking the Project (other than for Commercialisation). Where Background Material is owned by a third party, the Collaborating Partner will ensure that it grants or obtains a license to allow the</p>	<p>BIP is defined in our agreements as material that is developed prior to or independently of the project. It is part of the intellectual contribution of a Party and as such should be freely used for the project but ownership should not be transferred by virtue of the standard CRA.</p> <p>"Ownership of Background Material is not transferred by virtue of this Agreement. Each Party hereby grants a royalty free licence to use any Background Material it makes available for the purposes of undertaking the Project (other than for Commercialisation). Where Background Material is owned by a third party, the Collaborating Partner will ensure that it grants or obtains a license to allow the</p>	<p>BIP is defined in our agreements as material that is developed prior to or independently of the project. It is part of the intellectual contribution of a Party and as such should be freely used for the project but ownership should not be transferred by virtue of a standard agreement.</p> <p>If the full transfer of BIP ownership is requested it should be negotiated and factored into the cost structure of the project.</p> <p>"Ownership of Background Material is not transferred by virtue of this Agreement. Each Party hereby grants a royalty free licence to use any Background Material it makes available</p>



	<p>University to use that Background Material for the purposes of the Agreement.”</p>	<p>University to use that Background Material for the purposes of the Agreement.”</p>	<p>University to use that Background Material for the purposes of the Agreement.”</p>	<p>University to use that Background Material for the purposes of the Agreement.”</p>	<p>for the purposes of undertaking the Project (other than for Commercialisation). Where Background Material is owned by a third party, the Collaborating Partner will ensure that it grants or obtains a license to allow the University to use that Background Material for the purposes of the Agreement.”</p>
<p><b>Project Intellectual Property (PIP)</b></p> <p><i>We will need the scope to negotiate and assign IP rights from 0%-100% UniSA ownership. Anything less than ownership of IP that is proportionate to the contribution should only be granted where we are receiving commercial rates (or some other benefit) for our research and services.</i></p>	<p>All IP vests with UniSA in this approach.</p> <p>“All Project Material shall be legally and beneficially owned by the University upon creation.”</p>	<p>The nature of the grant and project will determine which PIP provision to use. As a rule of thumb we should be expecting a provision that allocates ownership according to intellectual contributions as. This type of provision accounts for projects that are segmented in nature and allows for negotiation at the back end of a project.</p> <p>“The parties agree that all rights, title and interest in the Project IP will be owned solely by the party, or jointly by the parties, that contribute to its development or creation and, in the case of jointly owned Project IP, the relevant parties will own the Project IP as tenants in common in shares <u>proportionate to their respective intellectual contributions</u> to the development or creation of that Intellectual Property”</p>	<p>There are two approaches to PIP ownership in this scenario.</p> <p><b>Treat the project like you would a business:</b> The Project IP would be owned as tenants in common in shares. So the IP would be treated as one piece of property and then shares could be allocated up front according to financial contributions.</p> <p>“The parties agree that all rights, title and interest in the Project IP will be owned jointly by the parties as tenants in common in shares <u>as set out in Schedule XXX</u>”</p> <p><b>Sole ownership of IP vests with the party that is best positioned to exploit it:</b> The majority of the time this will mean that the PIP will vest with our industry partner. The main considerations in using this approach will be to define an industry field of use for the industry partner to use the PIP in and then negotiate licences that will allow us to continue to research with third parties following project completion.</p> <p>“All Project Material shall be legally and beneficially <u>owned by XXX</u> upon creation.”</p>	<p>The IP would vest with whomever creates it. In the case of joint IP it would vest proportionately according to whoever created the IP.</p> <p>“The parties agree that all rights, title and interest in the Project IP will be owned solely by the party, or jointly by the parties, that contribute to its development or creation and, in the case of jointly owned Project IP, the relevant parties will own the Project IP as tenants in common in shares <u>proportionate to their respective intellectual contributions</u> to the development or creation of that Intellectual Property”</p>	<p>The IP belongs to whomever is paying for it.</p> <p>“All Project Material shall be legally and beneficially <u>owned by XXX</u> upon creation.”</p> <p>“Party <u>xxxx</u> hereby grants to UniSA a worldwide, perpetual, non-exclusive, royalty free licence to use the Project Material for:</p> <ul style="list-style-type: none"> <li>• the purposes of the Project;</li> <li>• continuing internal research and development; and</li> <li>• to Publish in accordance with clause <u>x</u>;</li> <li>• for internal purposes; but not for Commercialisation.”</li> </ul> <p>We should retain the right to recognition for our research inputs.</p> <p>“ Except as may be required by law or permitted by clause XXX, a Party must not use the other Party’s name, logos, or trademarks in any marketing, advertising, or other form of endorsement without the named Party’s prior consent.</p> <p>No Party may use the name of another Party in its list of collaborators or clients, as disclosed on its corporate website or elsewhere without first seeking written consent of that Party.</p>

					<p>Each Party shall make reference, if requested, to the involvement of each Party in the Project in any publications, promotional materials or announcements.”<sup>1</sup></p>
<p><b>Commercialisation</b></p> <p><i>Our commercialisation terms will need to vary in order to satisfy partner organisations’ needs. The tolerance for these should be defined by the structure of the provision and the obligation that the clause places on each party.</i></p> <p><i>A commercialisation clause should exist in most cases to trigger negotiations but the actual method of commercialisation should not be defined in a CRA.</i></p>	<p>Addresses the question of commercialisation for projects that are less likely to result in a commercial output. A long form version of our current ‘agree to agree’ approach to commercialisation clauses. It includes the added benefit of addressing some financial questions up front.</p> <p>“Where the Project Material may be Commercialised, the Parties will enter into a separate written agreement in relation to the Commercialisation of the Project Material. Such agreement will be negotiated in good faith on Normal Commercial Terms, and will, amongst other things, record that any proceeds received on Commercialisation of the Project Material will be:</p> <ul style="list-style-type: none"> <li>• first, applied in paying or reimbursing a Party for any out of pocket costs and other costs as agreed, incurred in undertaking the Commercialisation;</li> <li>• secondly, distributed between the Parties in equitable proportions having regard to the contributions that each Party has made to the development of the Project Material.”</li> </ul>	<p>The commercialisation provision that is used will depend on who the agreement is with and what the project is. As a minimum we should be looking to include a clause that can be used to trigger discussion of a commercialisation agreement at a later date.</p> <p>“The Parties will enter into a separate written agreement in relation to the Commercialisation of the IP in the Project Material, to be negotiated between the Parties in good faith or unless otherwise mutually agreed.”</p>	<p>Gives a specific method to trigger commercialisation. Ideally it would have a subclause built in that would allow a party to commercialise the IP on their own if the other party did not want to.</p> <p>“If a Participating Organisation wishes to Commercialise the Project IP or Project Material, that Participating Organisation must give notice to UniSA during the term of the Project or within 60 days of completion of the Project.</p> <p>The parties must commence negotiation of the terms of such Commercialisation pursuant to XXXX within 30 days of the date a commercialisation notice is received by UniSA.</p> <p>The terms of the licence contemplated by this clause must be negotiated on an arm’s length, commercial basis taking into account the following factors: XXX...”</p> <p>In the case where Project IP is solely owned then a royalty provision will need to be established.</p> <p>“The Parties will enter into a separate written agreement in relation to the Commercialisation of the IP in the Project Material, to be negotiated between the Parties in good faith or unless otherwise mutually agreed.”</p> <p>“If a Party commercialises Project IP with a third party a separate agreement will be entered into that will provide for a royalty on the value of the research component of the Project Material in any contract with a customer entered into by the Partner Organisation.”</p>	<p>The standard brief approach to commercialisation – reserves the right to commercialise at a later point.</p> <p>“The Parties will enter into a separate written agreement in relation to the Commercialisation of the IP in the Project Material, to be negotiated between the Parties in good faith or unless otherwise mutually agreed.”</p>	<p>The commercialisation clause will depend on what the client is paying for. It is unlikely that we will be doing contracted research and retain the ability to seek joint commercialisation. The option of a royalty could be negotiated and added into the clause below.</p> <p>“The Parties will enter into a separate written agreement in relation to the Commercialisation of the IP in the Project Material, to be negotiated between the Parties in good faith or unless otherwise mutually agreed.”</p> <p>“If a Party commercialises Project IP with a third party a separate agreement will be entered into that will provide for a royalty on the value of the research component of the Project Material in any contract with a customer entered into by the Partner Organisation.”</p>

<sup>1</sup> The ability to have our work and research recognised so be a provision throughout all scenarios.

<p><b>Indemnity</b></p> <p><i>Indemnity provisions should not be contentious for domestic partners. As such they should not put the University at any undue risk nor should they hinder the other party's ability to insure themselves.</i></p>	<p>A mutual Indemnity Clause should be used across all scenarios. A hold harmless provision should not be included or agreed to.</p> <p>A list of parties where our tolerances shift needs to be established so that we know who we will accept one way indemnity clauses from etc:</p> <ul style="list-style-type: none"> <li>- SA DSD</li> <li>- ARC/NHMRC</li> <li>-</li> <li>-</li> </ul>	<p>A mutual Indemnity Clause should be used across all scenarios. A hold harmless provision should not be included or agreed to.</p>	<p>A mutual Indemnity Clause should be used across all scenarios. A hold harmless provision should not be included or agreed to.</p>	<p>A mutual Indemnity Clause should be used across all scenarios. A hold harmless provision should not be included or agreed to.</p>	<p>A mutual Indemnity Clause should be used across all scenarios. A hold harmless provision should not be included or agreed to.</p>
<p><b>Licensing Arrangements</b></p> <p><i>Licensing provisions should be able to be used as a negotiation tool. They should allow us to maintain IP ownership where it is beneficial for UniSA while still providing an inducement for industry involvement.</i></p>	<p>Gives the other party the right to publish, research and preform the project – but no more.</p> <p>“The Administering Organisation hereby grants to each Collaborating Organisation and the Partner Organisation a worldwide, perpetual, non-exclusive, royalty free licence to use the Project Material for:</p> <ul style="list-style-type: none"> <li>• the purposes of the Project;</li> <li>• continuing internal research and development; and</li> <li>• to Publish;</li> </ul> <p>but not for Commercialisation.”</p>	<p>When we are participating in an externally administered project we should seek a licences that allow us to continue research and collaborations.</p> <p>“The University grants the Collaborating Partner a perpetual, worldwide, non-exclusive, royalty free licence to use the IP in the Project Material for the purposes of the Project and continuing internal research and development and to publish”</p> <p>Depending on the project it may be appropriate to request the right to sub-licence or to research with external parties.</p>	<p>Gives the ability for the other party to use the Project IP to enhance their internal processes as well as publish and preform the project.</p> <p>Additional definition for “Internal Operation” would need to be added that allowed the other party to use the Project IP internally for Commercial refinement (but excludes the making of products or services, the right to sub license and/or the right to disclose the IP to a third party).</p> <p>“The Administering Organisation hereby grants to each Collaborating Organisation and the Partner Organisation a worldwide, perpetual, non-exclusive, royalty free licence to use the Project Material for:</p> <ul style="list-style-type: none"> <li>• the purposes of the Project;</li> <li>• continuing internal research and development; and</li> <li>• to Publish;</li> <li>• for Internal Operations<sup>2</sup>;</li> </ul> <p>but not for Commercialisation.”</p> <p>Where we grant a licence for the use of Project IP in Internal Operations we should also include a provision that ensures the right to have our work</p>	<p>Allows the other party to continue research, publish and perform the project. Does not address commercial possibilities.</p> <p>“The University grants the Collaborating Partner a perpetual, worldwide, non-exclusive, royalty free licence to use the IP in the Project Material for the purposes of the Project and continuing internal research and development and to publish”</p>	<p>Allows the University to continue research, publish and preform the project. Does not address commercial possibilities.</p> <p>“The Partner Organisation grants the University a perpetual, worldwide, non-exclusive, royalty free licence to use the IP in the Project Material for the purposes of the Project and continuing internal research and development and to publish in accordance with the Publication Clause (CIs XXX).”</p>

<sup>2</sup> The term “Internal Operations” will need to be carefully defined. The intention is to allow for partner organisations to utilise the results/findings of a project for refinement of internal processes, but not to on-sell the benefits of our research. This would allow them to save, or perhaps generate, internal revenue as a result of working with UniSA. This may also require examining how the research will be used and defining and industry field that the research can be used in.

			recognised. See the PIP provisions under the 'Contracted Research' heading.		
<p><b>Publications</b></p> <p><i>The right to publish is a cornerstone for measuring academics' performance. Negotiation of these provisions should be done with the input of the faculty members who will be impacted by the end provision.</i></p>	<p>Any publication should be submitted to all parties to ensure that the information contained in the publication is accurate and does not contain confidential or commercially sensitive information.</p> <p>"Any Party may publish the results of work performed in relation to the Project provided that a draft of the proposed publication is first submitted to each other Party for approval prior to publication.</p> <p>A Party receiving a proposed publication has 30 days starting from the date, upon which it receives the draft, to review the draft and provide written reasons for any embargo of or requested alterations to the proposed publication. If a written notification is not received within 30 days, consent to publish the proposed publication shall be deemed to have been provided."</p> <p>An embargo period can be negotiated to reflect the nature and reality of the project.</p> <p>"A Party may embargo a publication or otherwise withhold their approval only if that Party reasonably believes that the publication discloses Confidential Information owned by it or discloses commercially sensitive information. Publication of Project Material may only be restricted for a period of up to <b>90 days</b> or the full protection of that Project Material, whichever is the earlier."</p>	<p>Any publication should be submitted to all parties to ensure that the information contained in the publication is accurate and does not contain confidential or commercially sensitive information.</p> <p>"Any Party may publish the results of work performed in relation to the Project provided that a draft of the proposed publication is first submitted to each other Party for approval prior to publication.</p> <p>A Party receiving a proposed publication has 30 days starting from the date, upon which it receives the draft, to review the draft and provide written reasons for any embargo of or requested alterations to the proposed publication. 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If a written notification is not received within 30 days, consent to publish the proposed publication shall be deemed to have been provided."</p> <p>An embargo period can be negotiated to reflect the nature and reality of the project.</p> <p>"A Party may embargo a publication or otherwise withhold their approval only if that Party reasonably believes that the publication discloses Confidential Information owned by it or discloses commercially sensitive information. Publication of Project Material may only be restricted for a period of up to <b>90 days</b> or the full protection of that Project Material, whichever is the earlier."</p>	<p>The right to publish and the period of embargo will depend on the nature of the project and relationship with the party requesting the research.</p>
<p><b>Students</b></p> <p><i>In the majority of agreements there should be consistent provisions to protect</i></p>	<p>A separate agreement should be entered into between a student involved in a project and UniSA that assigns the IP rights of the student to UniSA.</p>	<p>A separate agreement should be entered into between a student involved in a project and UniSA that assigns the IP rights of the student to UniSA.</p>	<p>A separate agreement should be entered into between a student involved in a project and UniSA that assigns the IP rights of the student to UniSA.</p>	<p>A separate agreement should be entered into between a student involved in a project and UniSA that assigns the IP rights of the student to UniSA.</p>	<p>A separate agreement should be entered into between a student involved in a project and UniSA that assigns the IP rights of the student to UniSA.</p>

<p><b><i>the involvement of students. These provisions need to address the inherent inequity in bargaining position that the student has in this process.</i></b></p>	<p>The following clause should be included in the agreement:</p> <p>“Where a researcher is also a student of the University nothing in this Agreement shall restrict the right of that student to have their thesis or work examined, provided that the University will enter into confidentiality arrangements with the student’s supervisors, assessors or examiners as required to fulfil its obligations under this Agreement.”</p> <p>The definition of Intellectual Property should exclude a copyright in a student thesis by including the following:</p> <p>“...excludes copyright in a Student’s thesis or other works the Student produces for the purposes of assessment towards his or her degree.”<sup>3</sup></p>	<p>The following clause, or an equivalent clause, should be included in the agreement:</p> <p>“Where a researcher is also a student of the University nothing in this Agreement shall restrict the right of that student to have their thesis or work examined, provided that the University will enter into confidentiality arrangements with the student’s supervisors, assessors or examiners as required to fulfil its obligations under this Agreement.”</p> <p>The definition of Intellectual Property should exclude a copyright in a student thesis by including the following:</p> <p>“...excludes copyright in a Student’s thesis or other works the Student produces for the purposes of assessment towards his or her degree.”</p>	<p>The following clause should be included in the agreement:</p> <p>“Where a researcher is also a student of the University nothing in this Agreement shall restrict the right of that student to have their thesis or work examined, provided that the University will enter into confidentiality arrangements with the student’s supervisors, assessors or examiners as required to fulfil its obligations under this Agreement.”</p> <p>The definition of Intellectual Property should exclude a copyright in a student thesis by including the following:</p> <p>“...excludes copyright in a Student’s thesis or other works the Student produces for the purposes of assessment towards his or her degree.”</p>	<p>The following clause should be included in the agreement:</p> <p>“Where a researcher is also a student of the University nothing in this Agreement shall restrict the right of that student to have their thesis or work examined, provided that the University will enter into confidentiality arrangements with the student’s supervisors, assessors or examiners as required to fulfil its obligations under this Agreement.”</p> <p>The definition of Intellectual Property should exclude a copyright in a student thesis by including the following:</p> <p>“...excludes copyright in a Student’s thesis or other works the Student produces for the purposes of assessment towards his or her degree.”</p>	<p>The following clause should be included in the agreement:</p> <p>“Where a researcher is also a student of the University nothing in this Agreement shall restrict the right of that student to have their thesis or work examined, provided that the University will enter into confidentiality arrangements with the student’s supervisors, assessors or examiners as required to fulfil its obligations under this Agreement.”</p> <p>The definition of Intellectual Property should exclude a copyright in a student thesis by including the following:</p> <p>“...excludes copyright in a Student’s thesis or other works the Student produces for the purposes of assessment towards his or her degree.”</p>
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<sup>3</sup> Questions have been raised regarding how effective this is around separating and protecting derivative works based off the data/work that a student has generated.