

PRINCIPLES GOVERNING THE ACCEPTANCE OF OFFERS OF RESEARCH INCOME POLICY



CONTENTS

1	PURPOSE.....	1
2	SCOPE.....	1
3	POLICY STATEMENT	1
	Acceptance of offer	1
	Review.....	2
	Openness.....	2
	Right to publish	2
	Ownership of intellectual property.....	2
	Control of work	2
	Personnel	3
4	RESPONSIBILITIES	3
	Compliance, monitoring and review.....	3
	Reporting.....	3
	Records management.....	3
5	DEFINITIONS	3
	Terms and definitions.....	3
6	RELATED LEGISLATION AND DOCUMENTS	4
7	FEEDBACK.....	4
8	APPROVAL AND REVIEW DETAILS.....	4

1 PURPOSE

- 1.1 The University is committed to principles of academic freedom and will not support or engage in any decisive debate which seeks to have general embargoes placed on certain funding agencies and/or sources. It reserves the right to refuse research funds with unacceptable restrictions, as described in these principles.
- 1.2 Each offer of research income will be assessed on a case by case basis. Researchers must be cognisant of these principles and make their own judgement in terms of pursuing funding from agencies and/or sources which are known to place unacceptable restrictions (actual or perceived) on research funds.

2 SCOPE

- 2.1 These principles apply to all CQUniversity staff, students and clients engaged in research.

3 POLICY STATEMENT

Acceptance of offer

- 3.1 An offer of research income from an external agency, hereafter the Sponsor, can only be accepted by the University Council, the Vice-Chancellor and President or by a person to whom the authority has been delegated; normally the Deputy Vice-Chancellor (Research).
- 3.2 The Research Division shall ensure, where appropriate, that any formal agreement or contract is duly executed.
- 3.3 No offer of research income will be accepted where the conditions of offer are not consistent with University research policy and accepted codes of conduct.

Review

- 3.4 Where the Deputy Vice-Chancellor (Research) determines that an offer of research income might represent a departure from University policy, an adhoc Review Committee comprising of at least four members of the Research Committee will be appointed. The Review Committee will consult with the first-named Chief Investigator and such other officers as deemed necessary in order to make one of the following recommendations:
- that the offer be accepted
 - that the offer be accepted provided recommended revisions are made to the conditions of offer, or
 - that the offer be refused.
- 3.5 The recommendation of the Committee is final.

Openness

- 3.6 The University is committed to openness in research and will not permit any research activity or the sponsorship thereof to be undertaken in secret.
- 3.7 The principle of confidentiality is recognised, and the University will permit its staff and students to enter into agreements which seek to protect confidential information about the internal affairs and/or background technology of a sponsor. The University will not participate in any research activity which, by its nature, may breach accepted norms of honesty and integrity, or detract in any fashion from the good name of the University and the academic community.

Right to publish

- 3.8 The right to publish research outcomes is an integral aspect of scholarly activity. No unreasonable constraint should be placed on the right of researchers to publish the results of their research, even where these results are unfavourable to a sponsor. The University may not accept any condition that could result in a researcher being denied the right to publish for an extended period.
- 3.9 It is acknowledged that there will be occasions, where there are legitimate commercial reasons to restrict the publication of research outcomes. As a matter of normal practice, the University may accept this kind of restriction for a period of one year with an option to extend to such other period as specified by the Review Committee. Particular attention will be afforded to higher degree candidates participating in externally-sponsored research. The University will not accept any condition of income or contractual arrangement which would involve a delay in the submission of a thesis, the exclusion of essential or significant material from a thesis, or prevent or delay the examination of a thesis.

Ownership of intellectual property

- 3.10 The University would normally expect to retain at least a share in the title and rights of any Intellectual Property associated with or arising from funded research conducted by its staff.
- 3.11 There will be occasions where, owing to the nature of the research activity and the extent to which a sponsor is prepared to provide for full cost recovery, the University may agree to vest in that sponsor the title and rights of any Intellectual Property and/or Contract Material. Where this is the case, the University will normally seek a permanent, royalty-free, non-exclusive licence to use such Intellectual Property and/or Contract Material for academic purposes including teaching, publication and further research. The granting of such licence may be conditional upon a period of restricted publication (see 3.9 above) or the right of the agency to scrutinise the text of any proposed article, document or book containing Intellectual Property and/or Contract Material prior to its publication.

Control of work

- 3.12 The University accepts funds for research on a “best endeavours” basis, agreeing to undertake a research project without guaranteeing specific outcomes. This approach reflects the contingent nature of academic research.

- 3.13 Frequently the provision of funds will be linked to the achievement of “milestones”. Milestones are acceptable if they are intrinsic to reasonably expected research methods and not acceptable if they refer to specific outcomes which cannot be guaranteed.
- 3.14 The University deems as unacceptable, conditions of offer which provide for unreasonable control by the funding agency over the research process.

Personnel

- 3.15 The University will assume responsibility for any statutory insurances and duties arising from its role as the employer of staff engaged in research activity. It will not accept conditions of offer which require it to agree to warranties and general indemnity clauses in relation to a funding agency’s subsequent use or application of Contract Material.
- 3.16 The University would normally accept only those terms and conditions of offer which are written in such a way as to recognise that staff appointed to conduct or assist with a research project must be employed in accordance with the University’s policies and procedures for research personnel. Particular attention must be paid to termination clauses which might be difficult to implement as a consequence of the University’s staff commitments.

4 RESPONSIBILITIES

Compliance, monitoring and review

- 4.1 All CQUniversity staff, students and clients engaged in research are responsible for complying with these Principles.

Reporting

- 4.2 Monitoring will be by exception reporting.

Records management

- 4.3 Staff must maintain all records relevant to administering this policy in a recognised University recordkeeping system.

5 DEFINITIONS

- 5.1 Terms not defined in this document may be in the University [glossary](#).

Terms and definitions

Intellectual Property: In this document, the term Intellectual Property means and includes but is not restricted to:

- Circuitry under the [Circuit Layouts Act 1989](#)
- Designs registered or which can be registered under the [Designs Act 2003](#)
- Patents registered or which can be registered under the [Patents Act 1990](#)
- Copyright matter which is protected under the [Copyright Act 1968](#), including but not limited to literary works, dramatic works, musical works, computer programs, databases, artistic works, sound recordings, cinematograph works, televisions and sound broadcasts and all published editions and any other matters addressed or as defined under the [Copyright Act 1968](#)
- Plant varieties registered or which can be registered under the [Plant Breeder’s Rights Act 1994](#)
- Trade Marks registered or which can be registered under the [Trade Marks Act 1995](#) and marks or names protected under the [Trade Practices Act 1974](#)

- Any information which is regarded as or deemed by the University to be commercial in confidence or to which trade secrets provisions would normally apply, that is, information which has a potential commercial or other value
- Teaching materials developed for or by the University.

Personnel: Any employee of the University, including academic, professional, research and any other classification of employee. To that extent, visiting or emeritus appointments are regarded similarly for the purposes of this document.

6 RELATED LEGISLATION AND DOCUMENTS

[Australian Code for the Responsible Conduct of Research](#)

[Code of Conduct for Research](#)

7 FEEDBACK

7.1 University staff and students may provide feedback about this document by emailing policy@cqu.edu.au.

8 APPROVAL AND REVIEW DETAILS

Approval and Review	Details
Approval Authority	Academic Board
Advisory Committee to Approval Authority	Research Committee
Administrator	Deputy Vice-Chancellor (Research)
Next Review Date	30/09/2018

Approval and Amendment History	Details
Original Approval Authority and Date	Academic Board 30/03/2005
Amendment Authority and Date	Academic Board 30/03/2005; Academic Board 25/08/2010; Academic Board 30/09/2015; Minor updates to titles 01/07/2016; Amended and updated to current template – Deputy Vice-Chancellor (Research) 03/04/2017.
Notes	