

RESEARCH AGREEMENTS POLICY 2011

The Deputy Vice-Chancellor (Research), as delegate of the Senate of the University of Sydney, adopts the following policy.

Dated: 4th October 2011
Last amended: 8 June 2017 (administrative amendments)
Signature:
Position: Professor Jill Trehwella

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1 Name of policy

This policy is the Research Agreements Policy 2011.

2 Commencement

This policy commences on 10th October 2011.

3 Policy is binding

Except to the extent that a contrary intention is expressed, this policy binds the University, staff, students and affiliates.

4 Statement of intent

This policy:

- (a) sets out the principles underpinning the University's approach to Research Agreements;
- (b) provides for the protection of the University's role as an independent teaching and research institution that operates with integrity for the dissemination of knowledge and the promotion of public debate;
- (c) promotes research and free and critical enquiry by requiring the University's decision makers to avoid contractual terms which:
 - (i) might stifle knowledge transfer and innovation;
 - (ii) restrict the capacity of the University and its researchers to disseminate the results of sponsored research for public benefit within a reasonable time; or
 - (iii) are unduly onerous, complex or impractical;
- (d) supports certainty and efficiency in, and the potential for public benefit to flow from, research.

5 Application

- (1) This policy applies to:
 - (a) University, staff, students and affiliates;
 - (b) all Research Agreements entered into by or on behalf of the University.
- (2) This policy does not apply to Consulting Agreements

6 Definitions

Background IP	means IP created prior to or independently of a particular research project
Charter of Academic Freedom	means the University's Charter of Academic Freedom as in force and amended or replaced from time to time.
Consulting Agreement	means agreements under which the University will apply existing knowledge, expertise or capability to achieve particular targeted outcomes.
IP	<p>has the meaning set out in the Intellectual Property Policy 2016, which at the date of this policy is as follows:</p> <p>includes rights (including, without limitation, rights of registration or application for registration) relating to:</p> <ul style="list-style-type: none">• literary (including computer programs), artistic, musical and scientific works;• multimedia subject matter;

- performances of performing artists, phonograms and broadcasts;
- inventions in all fields of human endeavour;
- scientific discoveries;
- industrial designs;
- trademarks, service marks and commercial names and designations;
- plant varieties; and
- circuit layouts:

but does not include any moral right.

Note: At the date of this policy, the University of Sydney (Intellectual Property Rule) 2002 can be found at: http://sydney.edu.au/senate/policies/Intellectual_Property_Rule.pdf

IP Policy means the [Intellectual Property Policy 2016](#), as in force and amended or replaced from time to time.

Moral Rights has the meaning set out in the IP Policy, which at the date of this policy is as follows:

has the meaning ascribed to that term in the *Copyright Act 1968* (as amended by the *Copyright Amendment (Moral Rights) Act 2000*) and recognises three types of moral rights:

an author's right to be identified as the author of a work – known as the right of attribution of authorship;

the right to take action against false attribution – known as the right not to have authorship falsely attributed; and

an author's right to object to derogatory treatment of his or her work that prejudicially affects the author's honour or reputation – known as the right of integrity of authorship of a work.

Research Agreements means agreements under which the University will undertake original investigation with the aim of generating new knowledge as a principal or incidental activity.

7 Contracting principles

The University adopts the following principles for negotiating and entering into Research Agreements between the University and third parties, including business, industry and government sponsors of University research.

(1) The University respects the right to publish

- (a) There should be no delays or restrictions on publication of research outcomes without good reason. No external funding body should have the right to alter, suppress or indefinitely delay publication of all or part of the outcomes of sponsored research consistently with the [Charter of Academic Freedom](#).

- (b) Commercial considerations might sometimes require short, finite delays in publication. However, the right to publish the results of all research in a timely manner is a critical tenet of the concept of academic freedom and the integrity of the research process.
 - (c) The validity and credibility of University research relies upon the fact that the academic environment fosters an open and independent approach, where staff and students are free to reveal and challenge theories, knowledge and understanding in accordance with internationally accepted scholarly norms.
- (2) **The University generally asserts and retains ownership of its IP**
- (a) The University will seek to retain ownership of IP created by University representatives in the course of conducting research under a Research Agreement so that it can preserve its ability to continue to conduct research and to grant rights to others to conduct research and, where appropriate, to develop such IP. In this way the University can ensure that the maximum impact is achieved from its research.
 - (b) Where any rights to use the University's IP are granted to third parties, the University must continue to be free to pursue research and education with its IP in the future.
 - (c) The University has, as a part of its core mission, an obligation to translate the outcomes of its research for the public good and believes that this mission is best supported by retaining ownership of its IP. It is for this reason that the University asserts ownership of certain IP under its IP Rule.
 - (d) In order to achieve dissemination of research outcomes for the public good, the University invests in providing the resources to effectively capture, protect and commercialise IP rights.
- (3) **The University will grant rights to its Background IP if it is satisfied that it is entitled to do so and that the terms are reasonable**
- (a) Licences granted to third parties to use the University's Background IP should only extend to identifiable IP required in order to use the IP which is the outcome of the particular research project.
 - (b) In some instances commercial considerations may warrant the grant of broader rights provided that the University is satisfied that it is entitled to do so and that the terms are reasonable.
 - (c) Ownership of Background IP which is provided to a research project will be retained by the party that contributes it.
 - (d) The University's rights to use another party's Background IP may be limited under contract or due to a third party's ownership rights.
- (4) **IP warranties and indemnities must be reasonable**
- (a) Warranties should be confined to matters which are reasonably identifiable and controllable by the University.
 - (b) The University will not provide indemnities which:
 - (i) extend beyond the reasonable losses that would normally be recoverable at common law; or
 - (ii) may not be covered by its insurance.

- (5) **'No conflict of interest' clauses must not undermine the academic independence of the University**
- (a) The University reserves the unfettered right to determine the research that it conducts. The University will agree to undertake to perform research fairly and impartially, but should not enter into a Research Agreement if that agreement would prevent any part of the University performing work in the same or a similar area or for other parties who may be a competitor or have related or conflicting interests.
 - (b) It is in the public interest for the University to be encouraged to be a strong public research organisation which attracts funding from many different sources to support the conduct of high quality research in diverse areas.
- (6) **Suspension and termination rights must be reasonable**
- (a) Research Agreements should not provide a party with rights to terminate or suspend the Research Agreement at any time at its discretion, especially in circumstances where no compensation is payable to the University for work already undertaken.
 - (b) Rights of suspension or termination should be exercisable only:
 - (i) on reasonable notice; and
 - (ii) with compensation to the University for work performed at the date of suspension or termination, costs incurred in respect of the suspension or termination and committed expenses for which the University has become liable at the date of suspension or termination.
 - (c) Offering suspension or termination rights otherwise than on these conditions compromises the University's ability to attract high quality academic staff to work on research projects. These considerations also bear upon research students who conduct projects at the University, as allowing a project to be terminated part way through hinders the students' prospects of obtaining a degree.
- (7) **The Moral Rights of academic authors must be respected**
- (a) Research Agreements should not require the University to compel its staff or students to consent to acts relating to their works which would otherwise infringe their Moral Rights.

8 Exceptions

Deviation from the principles outlined in this policy is permissible only with the prior written approval of by the Deputy Vice-Chancellor (Research).

9 Determination of procedures

The Deputy Vice-Chancellor (Research) may, by written determination, establish procedures for the implementation of this policy.

NOTES

Research Agreements Policy 2011

Date adopted: 4th October 2011

Date registered:

Date commenced: 10th October 2011

Date amended: 8 June 2017 (administrative amendments only)

Administrator: Deputy Vice-Chancellor (Research)

Review date: 1 year from the date of commencement, and thereafter every 3 years

Related documents:

Convention establishing the World Intellectual Property Organisation 1967

Copyright Act 1968 (Cth)

University of Sydney Act 1989 (NSW)

[*Intellectual Property Policy 2016*](#)

The University's [*Charter of Academic Freedom*](#).

[*Research Code of Conduct 2013*](#)

[*National Principles of Intellectual Property Management for Publicly Funded Research*](#),

[*In the Interests of Innovation: A Supplementary Submission from the Group of Eight to the Review of the National Innovation System*](#)

[*Nine Points to Consider in Licensing University Technology*](#), Stanford University et al, June 2007.

AMENDMENT HISTORY

Provision	Amendment	Commencing
6; 7(1)(a); Notes	Updated references to Charter of Academic Freedom	8 June 2017
6: Notes	Removed references to Intellectual Property Rule and replaced with <i>Intellectual Property Policy 2016</i>	8 June 2017
Notes	Updated external policy references and hyperlinks	8 June 2017
Notes	Updated reference to <i>Research Code of Conduct 2013</i>	8 June 2017