

# Research Collaboration with Third Parties Procedure

## Section 1 - Purpose

(1) This Procedure outlines the process for the establishment and conduct of research activities between the University and a Third Party (known as research collaborations).

### Background

(2) Macquarie University (the University) encourages its researchers to conduct research both in Australia and internationally in collaboration with parties from other institutions. These include higher education, business, industry, not for profit and government, where such a relationship can complement, expand or establish research strengths or support strategic goals.

(3) Research collaboration refers to research activities with Third Parties that might involve limited discussions about research topics to foster or co-develop new ideas, ad hoc or occasional involvement in specific projects, or more substantial intellectual contributions to specific research outputs, recognised by co-authorship. These activities could further involve mid or long-term project-based alliances and significant research partnerships in which resources and Intellectual Property is exchanged, or considerable research outputs are generated.

(4) This Procedure aligns with the principles of the [Australian Code for the Responsible Conduct of Research](#) and the expectations outlined in the [Collaborative research: A guide supporting the Australian Code for the Responsible Conduct of Research](#).

### Scope

(5) This Procedure applies to all Staff of the University and its controlled entities involved in research collaboration with a Third Party as outlined in the [Research Third-Party Arrangements Policy](#).

(6) This Procedure applies to research arrangements that meet the below thresholds:

- a. funding will be provided to Macquarie University for the conduct of research or Macquarie University will provide funding to a third-party for the conduct of research activities;
- b. Macquarie University information or materials will be provided to a company (foreign or domestic) that operates for commercial purposes;
- c. the activity involves a reporting obligation or requires a permit to proceed;
- d. the activity involves philanthropic income or in-kind services from a third party;
- e. the activity involves philanthropic donations or gifts-in-kind from a third party with an expressed or implied intention to support the mission of the University;
- f. the activity involves tangible material or data transfer;
- g. the activity involves information or assets considered commercially sensitive;
- h. the activity involves animal or human research across several institutions, jurisdictions, or countries and when the primary accountability for approval is not a committee of Macquarie University; or
- i. the activity is consistently undertaken for a period greater than two (2) years, where consistent is taken to mean regular research activity undertaken across a multi-year period resulting in the sustained production of

research outputs. For example, a research collaboration would meet this definition if collaborative research activities produced at least one (1) research publication a year, across a continuous period of three years, evidenced by co-authorship of research outputs and the exchange of communications, materials and/or information.

(7) The Procedure does not apply to informal research collaborations or arrangements that do not meet the above thresholds.

(8) This Procedure does not apply to:

- a. course/program delivery (refer to the [Third-Party Arrangements Policy](#));
- b. student exchange and study abroad (refer to the [International Agreements Policy](#));
- c. course articulation and credit transfer arrangements (refer to the [Recognition of Prior Learning Policy](#)); and
- d. work integrated learning activities with a Third Party, including Professional and Community Engagement (PACE) units and internships (refer to the [Work Integrated Learning Policy](#)).

## Section 2 - Policy

(9) Refer to the [Research Third-Party Arrangements Policy](#).

## Section 3 - Procedures

(10) Research collaboration with a Third Party may require a formal governing arrangement as outlined in the [Research Third-Party Arrangements Policy](#) and is subject to the following principles:

- a. proportionality – any requirements for formal arrangements will be proportional to the risk and value of the collaboration; and
- b. minimum baseline – a formal arrangement must meet the minimum requirements set for the relevant agreement type by authorised University Staff, Australian Guidelines, Australian Codes, and Australian Law.

(11) The financial delegate for the area of the University undertaking the relevant research activity, is responsible for the arrangement per the [Delegations of Authority Register](#).

(12) Failure to establish a formal arrangement for a research activity with a Third Party, where one would reasonably be required or has been requested, can result in the activity being suspended by the Deputy Vice-Chancellor (Research) or their authorised officer.

(13) Where applicable, researchers involved in research collaboration must ensure the right of Aboriginal and Torres Strait Islander peoples to be engaged in research that affects, or is of particular significance to them. Appropriate agreements must be reached and followed regarding Indigenous Cultural and Intellectual Property reflecting the considerations of the AIATSIS Code of Ethics for Aboriginal and Torres Strait Islander Research.

(14) Where research activities with a Third Party do not meet the threshold for a formal arrangement, other means should be used to:

- a. ensure mutual understanding and agreement between parties about activities and obligations;
- b. establish or acknowledge a relationship; and/or
- c. affirm the parties intention to enter a more formal collaboration for research.

These may include but are not limited to an exchange of correspondence, an email record of an arrangement, or a published statement in research outputs to appropriately disclose the collaboration (such as an authorship

contribution statement or appropriate acknowledgement, per the [Research Authorship Policy](#)).

## Planning Research with a Third Party

### Research Partnerships

(15) Research partnership activities may include:

- a. consultancies, or fee for services collaborations;
- b. contract research;
- c. Collaborative Research Agreements (CRAs);
- d. research partnership development;
- e. corporate engagement;
- f. major project development, including cooperative research centre proposals and applications;
- g. expert witness assignments; and/or
- h. other activities that enable or are associated with the above.

(16) The Research Partnerships Team is responsible for supporting Staff in developing research partnership proposals and activities.

(17) Staff seeking to develop a research partnership are advised to contact the Research Partnerships Team for support in establishing research partnership opportunities, proposals and activities.

(18) Staff should refer to the [Freedom of Speech and Academic Freedom Policy](#) in consideration of research partnership opportunities.

(19) The Research Partnerships Team may contact Staff with opportunities to engage in research partnership activities, or with requests for information relating to research expertise, discipline focus, or research plans.

(20) Staff can choose when to engage with a research partnership opportunity and are recommended to consider the following when making such a decision:

- a. the alignment of the prospective activity with current and future research plans;
- b. the long-term opportunities the partnership may provide for major research projects;
- c. the potential impact of the prospective activity on current research projects and activities;
- d. the contribution of the partnership to career development and engagement experience;
- e. the potential impact of the prospective activity on personal privacy or increased compliance requirements;
- f. the potential impact of the activity in its benefits to society, culture, the environment, health, and the economy, including the potential of the activity to commercially translate research;
- g. the interaction of the prospective activity with personal beliefs and values;
- h. whether the proposed collaborative parties are bound by or have the capacity to meet the expectations of the [Australian Code for the Responsible Conduct of Research](#) including the relevant Human or Animal Ethics requirements; and
- i. whether the proposed activity may be perceived to represent a conflict of interest.

(21) Changes to workload may be necessary for the fulfilment of a research partnership activity. If a change to workload is required, approval must be sought in advance per the [Delegations of Authority Register](#). Additionally, partner-funded research activity requires appropriate approvals via University-designated pathways.

(22) When Staff are engaged in a research partnership activity involving the exchange of intangible or tangible University resources with a Third Party, the need for a CRA should be considered. In such cases, the Staff member

must work with the Research Partnerships Team to develop an agreement for governing the research partnership.

(23) If the Research Partnerships Team determine that an exchange of University resources is occurring with a Third Party, they may require a Staff member to develop a research collaboration agreement or some other type of governing document for the partnership.

### **Research Projects**

(24) Research project activities may involve the exchange of funds or in-kind resources with a Third Party and can include:

- a. co-authorship (refer to the [Research Authorship Policy](#));
- b. cooperation on a research activity or experiment design and execution;
- c. exchange of intangible or tangible materials;
- d. exchange of researchers, including visits to a collaborator's host institution, or hosting visits from collaborators on the University campus;
- e. conference or workshop organization, participation or presentation;
- f. guest lectures;
- g. research involving human participants or animal use across several institutions, jurisdictions, or countries; and/or
- h. other activities that may enable the above.

(25) University Staff considering a new research project with a Third Party, or who are actively participating in an existing research collaboration should assess whether:

- i. a Non-Disclosure Agreement is required to protect associated confidential information including Intellectual Property;
- ii. the activity constitutes an engagement or involvement with a prospective business partner;
- iii. a Material Transfer Agreement or Data Transfer Agreement may be required to support the collaboration;
- iv. the activity or its associated agreements may attract record keeping obligations or require permits, licenses or registration under relevant Australian legislation; and/or
- v. the activity requires notification or approval by a University human or animal ethics committee.

(26) The Research Ethics and Integrity Team can provide advice about export permits, reporting obligations and collaborative arrangements concerning animal or human research.

(27) If the Research Ethics and Integrity Team determine that a collaborative agreement is required in response to existing compliance requirements (such as export controls, sanctions, animal research or human research) the Staff member must work with the Research Ethics and Integrity Team and the Research Contracts Team to develop an agreement for governing the associated research activity.

### **Graduate Research**

(28) Graduate research activities with a Third Party and that involves the exchange of money or in-kind resources can include:

- a. joint PhD or cotutelle arrangements;
- b. memorandum of understanding on graduate research collaboration;
- c. internship arrangements;
- d. co-supervision arrangements, either involving an end-user or external academic;

- e. graduate student scholarships associated with a funded research project;
- f. visiting PhD Scholar arrangements, including visits outbound from and inbound to the University; and/or
- g. other activities that may enable the above or could enable a student to undertake a graduate degree by research.

(29) The Graduate Research Academy provides advice about graduate research activities with a Third Party and is responsible for managing the arrangements associated with these, with the exception of visiting PhD scholar arrangements.

(30) Visiting PhD scholar arrangements are managed within Faculties according to local business unit processes.

(31) When Staff are engaged in graduate research activities with Third Parties, the Graduate Research Academy may require a Staff member to develop a graduate research collaboration agreement or a governing document for the relevant research activity. In such cases, the Staff member must work with the Graduate Research Academy to develop an appropriate agreement.

## **Philanthropy and Alumni Research Collaboration**

(32) Research collaboration activities can involve funding provided by philanthropic means, or collaboration with alumni of the University. These activities are supported by Philanthropy and Alumni Relations.

(33) Research collaboration activities supported through philanthropy and alumni engagement can include:

- a. Funding for academic positions;
- b. Funding for academic programs of research; and
- c. Funding for research infrastructure and buildings.

(34) When staff are engaging in research collaboration underpinned by philanthropic or alumni support, they must seek advice from the Philanthropy and Alumni Relations Team and develop collaboration agreements or some other type of governing document for the relevant research activity.

## **Formal Arrangements**

### **Thresholds**

(35) A formal arrangement with a Third Party is required for a research activity as determined by the Deputy Vice-Chancellor (Research) or their authorised officer. These circumstances include where:

- a. funding will be provided to the University for the conduct of research or other engagement activities; or
- b. the University will provide funding to a Third Party for the conduct of research activities.

(36) A formal arrangement is required for a research collaboration with a Third Party in circumstances including but not limited to, where:

- a. University information or materials will be provided to a company (foreign or domestic) that operates for commercial purposes;
- b. the activity involves a reporting obligation or requires a permit under Australian law;
- c. the activity involves tangible material or data transfer;
- d. the activity involves information or assets considered commercially sensitive;
- e. the activity involves animal or human research across several institutions, jurisdictions, or countries and when the primary accountability for approval is not a committee of the University; and/or

- f. the activity is consistently undertaken for a period greater than two (2) years, where consistent is taken to mean regular research activity undertaken across a multi-year period resulting in the sustained production of research outputs. For example, a research collaboration would meet this definition if collaborative research activities produced at least one (1) research publication a year, across a continuous period of three years, evidenced by co-authorship of research outputs and the exchange of communications, materials and/or information.

(37) A formal arrangement is required for graduate research involving a third party where any of the following is planned:

- a. the University will award a graduate research degree to the student;
- b. a PhD scholar will visit the University and require temporary access to University systems, information, equipment, or laboratories; or
- c. a PhD Scholar from the University will visit another institution and require temporary access to their systems, information, equipment, or laboratories.

(38) Where a research collaboration meets any of the thresholds outlined above, and the activity is not governed by a formal arrangement, the decision to require a formal arrangement can be made by the Vice-Chancellor, Deputy Vice-Chancellor (Research) or their authorised officer for the relevant area of research activities. This can be communicated by:

- a. formal procedures or guidelines issued by the Vice-Chancellor, Deputy Vice-Chancellor (Research) or their authorised officer; or
- b. ad hoc correspondence issued by the Vice-Chancellor, Deputy Vice-Chancellor (Research) or their authorised officer.

## **Negotiation and Agreement**

(39) Research Third-Party Arrangements must be negotiated in accordance with the [Research Third-Party Arrangements Policy](#) and must be in the English language. If the relevant documents are not in English, the principal party of the arrangement at the University must provide a certified translation into English by a Professional translator accredited by the [National Accreditation Authority for Translators and Interpreters Ltd \(NAATI\)](#). The costs for obtaining translations must be met by the area of the University that will undertake the proposed research activity.

(40) Conflict of interest declarations must comply with the University's [Conflict of Interest Policy](#) and must be made by Staff involved prior to the negotiation of Research Third-Party Arrangements.

(41) Where terms are desired outside those recognised as standard by the University, advice should be sought from Research Contracts prior to execution. If non-standard clauses relating to Intellectual Property are considered, the Office of Commercialisation should be consulted.

(42) When Research Third-Party Arrangements need to be negotiated in a confidential manner due to highly sensitive information, an authorised officer of the Deputy Vice-Chancellor (Research) must be included in the negotiation process. Researchers contemplating a confidential arrangement should seek advice from the relevant authorised officer of the Deputy Vice-Chancellor (Research) in the first instance.

(43) Research Third-Party Arrangements must appropriately estimate the cost of undertaking research. This includes consideration of research overheads per the [Research Indirect Costs Policy](#) and the costs associated with relevant research activities, equipment and infrastructure necessary to fulfilling the arrangement (such as Staff time, compute, instrumentation, biobank or data management requirements).

(44) Financial delegates, per the [Delegations of Authority Register](#), are responsible for Due Diligence regarding

collaborative research arrangements. Advice can be provided to financial delegates by Research Services however, it is the responsibility of the financial delegate to undertake Due Diligence and determine whether to accept any uncontrollable risks identified in relation to proposed research activities.

(45) Research Third-Party Arrangements must comply with Australian ethics and integrity requirements, including those related to human and animal research.

(46) A proposed Research Third-Party Arrangement may be declined by the University in circumstances including, but not limited to, where:

- a. unfavourable terms and conditions to the University are being stipulated;
- b. University insurance policies do not fully cover the proposed activities; and/or
- c. conduct of the proposed activities would constitute a risk deemed unacceptable by the financial delegate or the Deputy Vice-Chancellor (Research).

(47) Any Research Third-Party Arrangement executed without meeting the requirements detailed above may be deemed invalid by the University and responsible parties might be held accountable for a breach of this Procedure. Refer to the [Macquarie University Research Code Complaints, Breaches and Investigation Procedure](#), the relevant Enterprise Agreement and the [Staff Code of Conduct](#).

## **Renewal or Termination**

(48) University Research Third-Party Arrangements may be renewed or extended in accordance with the terms of the relevant agreement and the [Research Third-Party Arrangements Policy](#). Negotiations to renew an arrangement should follow the processes outlined in this Procedure.

(49) University Staff can be directed to terminate or not renew a research arrangement with a Third Party by the Vice-Chancellor, Deputy Vice-Chancellor (Research) or their authorised officer.

(50) When a Research Third-party Arrangement or a Philanthropy and Alumni Research Third-Party Arrangement is terminated or not renewed, a transition plan may be developed for managing the change. A transition plan will consider the impact on University operations and seek to minimise risks to the University arising from exiting the arrangement.

## **Authority**

(51) The Deputy Vice-Chancellor (Research) can make decisions about the risk to the University associated with a research collaboration at any stage of the arrangement. This decision will be informed by the [Research Risk Review Procedure](#) and [Delegations of Authority Register](#).

## **Section 4 - Guidelines**

(52) Nil.

## **Section 5 - Definitions**

(53) The following definitions apply for the purpose of this Procedure:

- a. Data Transfer Agreement (DTA) is a legal document that outlines the terms and conditions for transferring data between organisations or jurisdictions. DTAs outline the terms for using, storing, and potentially returning the transferred information. They often address intellectual property rights and publication terms related to

research conducted with the relevant data. It specifies:

- i. how the data will be used and protected;
  - ii. the purpose of the transfer;
  - iii. rights and responsibilities of both parties;
  - iv. restrictions on data use; and
  - v. compliance with data privacy regulations (e.g., GDPR).
- b. Due Diligence means the assessment of suitability and risks of a proposed Research Third-Party Arrangement before an agreement is entered into.
- c. Material Transfer Agreement (MTA) is a legal document that outlines the terms and conditions for transferring physical research materials. MTAs outline the terms for using, storing, and potentially returning the transferred materials. They often address intellectual property rights and publication terms related to research conducted with the materials. The material types covered by MTAs may include:
- i. biological samples;
  - ii. chemical compounds;
  - iii. reagents; or
  - iv. cell lines.
- d. Research Third-Party Arrangement means an arrangement made with one or more other parties (in Australia or overseas) for the conduct of research activities, as described in the Scope section of this Procedure.
- e. Staff means all persons employed by the University, including continuing, fixed term, and casual Staff members.
- f. Third Party refers to a person or entity other than Macquarie University.

## Status and Details

<b>Status</b>	Current
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