

VICTORIAN RESEARCH TRANSLATION CENTRES

RESEARCH COLLABORATION AGREEMENT (NON-COMMERCIAL)

Guidelines

These Guidelines have been developed with broad stakeholder input and endorsed by the Hospital Research Directors and Hospital Research Managers as active Committees with membership open to all research-active hospitals in Victoria.

Requirements for using the Victorian Research Collaboration Agreement Template

- The template is only to be used for non-interventional investigator-initiated collaborative research projects. As a general rule, it is **not** appropriate for contract research for industry partners, clinical trials, registry projects and related projects or projects which have been funded by a third party, unless approved by your Legal/Research Office.
- The agreement, when completed in accordance with the guidelines, will be approved as follows:
 - Contact your organisation's Research Office or consult its website for information regarding your organisation's approval and execution process.
 - Any Special Conditions will require internal review by each Party, via their internal review processes prior to acceptance (refer to Item 11).

Guidelines for completing the Victorian Research Collaboration Agreement Template

First Page: Details of the Parties

- When the collaboration includes more than two parties, you must include the additional parties.
- **Party:** insert the legal entity name of each party, this is the name that appears on all official documents or legal papers.
- **ABN:** insert the ABN of the organisations. Contact the research governance office if you do not have the details.
- **Address:** Please insert the legal registered address of the organisations.
- **Short form Party name:** insert as relevant.

First Page: Project Name

- **Protocol Number or HREC Number/Local Project Number:** insert details.
- **Date of Agreement:** leave as 'Date of last party to sign'.
- **Signature Page:** Authorised representatives.

Only an authorised representative of each organisation is permitted to sign off. The Principal Investigator must not sign as the authorised representative of the Party. If the Principal Investigator or a member of the research team is the authorised representative, they must ask the appropriate institutional delegate to sign the Agreement. Please contact your institution's ethics or research governance office if you do not have details of the authorised representative. All agreements should be signed in accordance with the institution's signing delegation process.

Schedule:

Item 1: Project

- Please insert project title and HREC reference number and a brief project description.
- If a long form project description or protocol exists, please annex that description or protocol and insert "As annexed" here.
- If not a long form project, please delegate 'project protocol as attached' and 'attach protocol' from the last page.

Item 2: Commencement date

- Date will usually be the date of commencement of the Project or the day it is executed. Delete which does not apply.

Item 3: Termination date

- Under Conditions for completing the Project: insert details, e.g. when final report is delivered, when final payment is made, etc.

Item 4: Background Intellectual Property

- OPTIONAL: Insert details of each Party's Background IP here – use this to assist in tracking what IP is pre-existing.

Item 5: Principal Investigators

- Please insert names of Principal Investigator for each Party.
- Should not be the same PI (e.g. staff who have dual appointments) as this agreement is for collaborations.
- Students are not appropriate to be named as Principal Investigator on this Agreement.

Item 6: Resources / in-kind contributions supplied by Parties

- Please insert details of the in-kind contributions each party is providing eg if an individual is providing their time (and it is not being funded by the other party), please include that.
- Please insert any Background Materials provided and materials collected e.g. equipment, blood collection kits, medical records, and include the provider, user and management of material once the study is completed.
- If a Party is making available Background Materials which that Party has received under a head material transfer / supply agreement, please obtain legal advice about how this should be dealt with in this Research Collaboration Agreement.

Item 7: Limit of time a Party may consider request to publish Project IP

Item 8: Reports/deliverables

- Insert times and nature of reports and deliverables, and which Party is responsible for preparation / delivery in each instance.
- Insert desired timing of meetings and otherwise in accordance with the Research Project protocol as annexed.

Item 9: Funding/cash contributions

- Insert details of what funding or cash contributions each Party is receiving or making, if any, and the payment dates / trigger events (excl. GST).

- Provide details of funding arrangement and budget breakdown.
- Who will pay whom? Contact details for finance queries (can be study coordinator)
- How much? (include breakdown of all costs)
- When? e.g. deliverables/milestones
- Payment details of party receiving funds e.g. purchase order details.
- If a Party is making funds available which that Party has received under a head funding agreement, please obtain legal advice about how this should be dealt with in this Project Agreement.
- Some funders, such as the NHMRC, impose conditions on the use of the funding which must be acknowledged in the agreement. As such, if the agreement involves NHMRC funding or other funding from a third party which imposes conditions on the use of the funding, the template must be submitted for legal review with details of this funding so the appropriate conditions can be included.

Item 10: Data, provide further details as per the subheadings below

Provide a description of any data to be shared by The Provider.

- Include mention of any demographic and anthropometric information including any relevant data dictionaries.

Provide details about access and/or transfer of data

- Method of transfer.
- Describe the secure file transfer platform (SFTP) in the format of the file transfer such as STATA, SPSS or EXCEL format. Include level of security for data handling, extraction and transfer.

Describe the frequency of data transfer

- As agreed between the parties.

Data Storage

- The Recipient describes the level of security for storage, including protocols, processes and platform.

Item 11: Special Conditions

Inevitably, some projects will require special conditions outside the standard terms, whether to deal with funding requirements as noted above, or to tailor the agreement to the circumstances of the project including non-standard publication rights and intellectual property ownership. If Special Conditions may be required, it is necessary to seek legal review prior to signing (i.e. some funders, such as the NHMRC, impose conditions on the use of the funding which must be acknowledged in the Agreement).

Annexure A:

Please insert Protocol in this section (copy-paste Word version, or attach PDF version).
