

Collaborative Research Procedure

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Purpose

This procedure guides researchers in how to conduct collaborative research responsibly and in accordance with the principles of the *Australian Code for the Responsible Conduct of Research 2018* (the Code).

Applicable governance instruments

Instrument	Section	Principles
<i>Australian Code for the Responsible Conduct of Research 2018</i>	All	N/A
<i>Collaborative Research: A guide supporting the Australian Code for the Responsible Conduct of Research</i>	All	N/A
<i>General Delegations Ordinance</i>	All	N/A
<i>Research Policy</i>	2 Responsible conduct of research	2.1-2.3
<i>Partnerships Policy</i>	1 Partnerships	1.1-1.2
	2 Research partnerships	2.1-2.2
<i>Compliance Policy</i>	2 Conflict of interest	2.1-2.2
	3 Foreign influence and foreign interference	3.1-3.3
<i>Intellectual Property Policy</i>	1 Generation and management of intellectual property	1.1-1.5
<i>Risk Management and Business Resilience Policy</i>	1 Risk management	1.3-1.4

Procedure

1. Background

- 1.1. In this procedure, collaborative research refers to collaboration with any organisations external to the University. It can include research partners in higher education, and in the private, government, and not-for-profit sectors conducting commercial or non-commercial research (refer to Section 3 for more information).
- 1.2. This procedure aligns with the following principles outlined in the *Australian Code for the Responsible Conduct of Research* 2018 (the Code):
 - Principle 4, 'Fairness in the treatment of others', which requires researchers to treat fellow researchers and others involved in the research fairly and with respect;
 - Principle 6, 'Recognition of the right of Aboriginal and Torres Strait Islander peoples to be engaged in research that affects or is of particular significance to them';
 - Principle 7, 'Accountability for the development, undertaking and reporting of research'; and
 - Principle 8, 'Promotion of responsible research practices', which requires researchers to promote and foster a research culture and environment that supports the responsible conduct of research.

2. General Principles

- 2.1. The General principles should be read in conjunction with the Code.
- 2.2. While research practices may differ between countries, University researchers will follow this Procedure even when conducting research outside Australia.
- 2.3. Appropriate due diligence inquiries into the standing of potential national and international research partners must be made, and must:
 - a) consider foreign influence, interference and arrangements risks;
 - b) ensure compliance with Defence export controls and autonomous sanctions requirements;
 - c) ensure risks related to modern slavery are identified and managed; and
 - d) consider alignment with the University's values, strategy and reputation.
- 2.4. University researchers will:
 - a) Prepare and implement a risk assessment outlining key risks and mitigation plans, in accordance with the *Risk Management Procedure*;
 - b) obtain all required ethics approval/s in accordance with the *Research Ethics Procedure*, regardless of whether the first named researcher on the collaborative research project is affiliated with the University;
 - c) obtain all required safety clearances in accordance with legislation and University policies related to work, health and safety;
 - d) ensure that research collaboration activities are covered by University insurance policies;
 - e) comply with confidentiality requirements in accordance with relevant legislation, agreements, research ethics requirements, and other relevant professional standards;
 - f) be aware of, understand, and comply with all policies and written agreements affecting the project, particularly those relating to intellectual property (IP), the publication and dissemination of research, and the management of research data and primary materials; and
 - g) observe responsible research practices and report any potential breaches of the agreement and the Code in accordance with the procedures that are established or referred to in the project agreement.

- 2.5. Heads of Academic Unit will:
- a) read and understand relevant agreements, including the terms, obligations and advice provided.
 - b) be aware of all project compliance and/or contract risks and agree to address any risk mitigation actions.
 - c) be aware of the responsibilities in undertaking the collaboration, including all deliverables, financial and reporting obligations outlined in agreements.
 - d) comply with the relevant legal and regulatory requirements, research codes and guidelines and University policies fundamental to the responsible conduct of research.
- 2.6. The proposed collaborative research may be declined by the University in circumstances where:
- a) unfavourable terms and conditions to the University are being stipulated in the collaborative research agreement;
 - b) University insurance policies do not fully cover the proposed collaborative project;
 - c) conducting or performing the collaborative research is outside of the University's risk appetite as described in the Risk Appetite Statements and/or constitutes a reputational risk/crisis; and/or
 - d) the collaborative research is otherwise not in the University's or the nation's best interests.

3. Collaborative Research Agreements

- 3.1. Collaborative research involves a continuum of activities ranging in scale from simple discussions through to significant long-term partnerships. Formal documents should be used to record all understandings between the collaborating parties. In most cases there will be a need to address matters between the University and a student, adjunct, associate, clinical title holder, and/or third party such as a collaborator, funder, or sponsor.
- 3.2. Examples of the types of collaborations requiring formal documentation include (but are not limited to) research involving:
- a) external funding;
 - b) use of a party's existing IP, creation of new IP, and/or use of new IP, including conditions of licensing, research, teaching and commercialisation;
 - c) co-funded higher degree by research (HDR) stipends and joint or dual HDR agreements;
 - d) material or data transfers;
 - e) non-funded collaborations; and
 - f) industry internships.
- 3.3. In respect of the type of formal documentation required:
- a) A non-legally binding document, such as a Memorandum of Understanding (MoU) or an exchange of letters, may be used when the parties wish to acknowledge a relationship or express an intention to collaborate for research purposes. These documents are suitable for early-stage discussions or informal arrangements; and
 - b) Where the early-stage discussions or informal arrangements progress or where the collaboration will involve specific commitments (such as financial, intellectual property, data/material transfers, or student arrangements) a legally binding agreement is required. The form of this agreement will depend on the nature of the collaboration and may include a legally binding agreement by exchange of letters or a collaboration agreement.

3.4. The collaborative research agreement will:

- a) be a legally binding agreement;
- b) be executed by the appropriate University delegate in accordance with the *General Delegations Ordinance*;
- c) be consistent with the principles of the Code and acknowledge the University's adherence to the Code, especially in relation to the need for honesty, transparency, fairness, respect, and accountability; and
- d) be consistent with relevant University policies including the *Intellectual Property Policy*, *Research Policy* and *Partnerships Policy*, and any applicable laws, policies and regulations, including any funding body requirements.

3.5. When developing collaborative research agreements, the following should be considered:

- a) the results of a risk assessment including any required mitigation measures in accordance with the *Risk Management Procedure*;
- b) the expectations of each party in terms of their respective roles and responsibilities, designating the institutions or individuals that will take the lead in reporting to funders, considering regulatory bodies, and managing potential breaches of the Code;
- c) the involvement of research trainees, including early career researchers, HDR candidates, and undergraduate students;
- d) governance of the project, including managing significant changes such as partners leaving or joining the collaboration;
- e) the conditions of use, management, sharing, and ownership of research data, primary materials, and IP (including copyright and pre-existing IP belonging to individual parties that is shared in the course of the collaborative research), including:
 - i. where practical, the ongoing ownership, stewardship or control of research data and primary materials in the event a researcher or institution leaves the collaboration during the project; and
 - ii. any terms or intention relating to the commercialisation of research outputs and any entitlements to commercial returns, in consultation with UTAS InVent;
- f) access to research data, primary material, IP, other assets or items that are retained at the end of the project, including open access requirements;
- g) the requirements for the disclosure and management of conflicts of interest;
- h) the allocation of responsibilities in relation to ethics and governance approval and safety clearances;
- i) the management of confidentiality issues;
- j) the protocols for the dissemination of research outputs;
- k) the protocols for authorship and acknowledgement of research outputs, including data outputs;
- l) funding arrangements (with funding sources declared transparently);
- m) the designation of which party or parties are entitled to communicate on behalf of the collaboration;
- n) dispute resolution procedures to facilitate the just, efficient, timely and cost-effective resolution of any issues in dispute;
- o) the procedures for managing and investigating potential breaches of the Code, including provisions for the disclosure, where necessary, of researchers' personal information to other

collaborative institutions and, where relevant, funders, to facilitate the management and investigation of potential breaches of the Code; and

p) the deliverables (e.g., research outputs) and stipulated timelines.

- 3.6. Where the first named researcher on a collaborative research project is affiliated with the University, the University will normally have primary reporting responsibilities. For any externally administered project/s where the University is a collaborating organisation, but not the primary lead, any associated reporting responsibilities will be negotiated and if applicable factored into contractual agreements.
- 3.7. Each collaborating institution has responsibility for identifying a person to be involved in the management of research data, primary materials and other items to be retained at the end of the research project. Each collaborating institution will normally be responsible for the management of research data and primary materials within their institution.
- 3.8. The Research Operations, Post-Award Research Funding team will facilitate the collaborative research agreement for both funded and non-funded research, in accordance with the *Management of Research Funding Procedure*.
- 3.9. The first named University of Tasmania researcher (Chief, Lead or Principal Investigator) will be engaged in the process of developing and monitoring agreements for their collaborative research projects. They will actively engage in identifying issues relating to the project that should be addressed in the collaborative research agreement, as well as monitoring the adherence to, and effectiveness of, the agreement throughout the course of the collaborative research project. Other members of the project team should be involved as appropriate.
- 3.10. Chief Investigators will ensure that all members of the project team are made aware of and understand the terms of the agreement and any identified risks.
- 3.11. Chief Investigators should review agreements periodically to ensure that provisions remain current. Where changes to provisions are required, Chief Investigators should notify the Research Operations, Post-Award Research Funding team.

4. Collaborative Research and Breaches of the Code

- 4.1. The management and investigation of potential breaches of the Code involving multi-institutional collaborations will be considered on a case-by-case basis, in accordance with the *Research Integrity Complaints Procedure*.

Related procedures

Authorship Procedure

Conflicts of Interest and Gifts and Benefits Declarations Procedure

HDR Admissions, Selection & Enrolment Procedure

Research Data Management Procedure

Management of Intellectual Property Procedure

Management of Research Funding Procedure

Research Integrity Complaints Procedure

Research Ethics Procedure

Risk Management Procedure

Publication and Dissemination of Research Procedure

Versions

Currency of procedures is confirmed annually from the date of last amendment. For the details of when this procedure was last confirmed as current, visit the [version history page](#).

Version	Action	Approved by	Business Owner/s	Approval Date
1	Approved	Deputy Vice-Chancellor (Research)	Executive Director Research	31 August 2021
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