

Research Contract Procedures

1. STRATEGIC PLAN THEME AND COMPLIANCE OBLIGATION SUPPORTED

[Research Management Policy](#)

Strategic Plan Theme: Research and Innovation

2. PROCEDURAL DETAILS

- 2.1. These procedures relate to contracts for services provided by the University for research or consultancy, including applications, proposals, tenders, and other research-related documents (**Contracts**), and any modifications to those Contracts.
- 2.2. These procedures will be read in conjunction with University's Contract Management Framework and the Research Management Policy.

Contract review

- 2.3. The Research Office at Curtin (**ROC**) administers Contracts. The ROC Contracts and Commercial team supports the drafting and review of proposed Contracts.
- 2.4. Instructions to the ROC Contracts and Commercial team must be accompanied by comprehensive instructions and facilitated by a ROC representative.
- 2.5. Due to the volume of instructions received by the ROC Contracts and Commercial team, Contract instructions will be 'triaged' to determine which Contracts will be prioritised. For the purposes of determining priority, consideration may be given to:
 - 2.5.1. A stated, non-negotiable, deadline required for contract execution;
 - 2.5.2. The purposes of the Contract, with priority afforded to Contracts whose purposes are aligned with the [Vice-Chancellor's Strategic Plan](#) and [Research and Innovation Strategic Objectives](#);
 - 2.5.3. The University [Delegations Policy](#), with priority afforded to Contracts requiring execution or approval by University Council, the University Finance Committee, the Vice-Chancellor or the Deputy Vice-Chancellor, Research;
 - 2.5.4. Reputational risk, with priority afforded to Contracts carrying a higher likelihood of reputational risk associated with Contract delays or Contract performance under the University's [Risk Management Framework](#) (risk rating to be indicated at the time of providing Contract instructions);
 - 2.5.5. The University's External Relationship Framework, with priority afforded to Contracts with counterparties who are categorised in Tiers 1 and 2 of the framework; and
 - 2.5.6. The financial value of the Contract, with priority afforded to Contracts with a high cash value to Curtin.
- 2.6. ROC has a suite of pre-approved template contracts in respect of frequently contracted, low risk matters, to facilitate an efficient contracts service (**Template Contracts**). Template Contracts should be proposed to external parties in the first instance. This can be facilitated by a ROC representative. Template Contracts may be tailored by adding the key commercial information, but ROC must approve any other amendments to the Contract.
- 2.7. Where a Template Contract is deemed unsuitable by the external party, they may issue their preferred form of contract (**Client Contract**).
- 2.8. Client Contracts will be provided to the ROC Contracts and Commercial team as soon as practicable to ensure their suitability for the services to be provided, and to allow for negotiation time, if required. This can be facilitated by a ROC representative in accordance with section 2.4.
- 2.9. Customised Contracts may be provided by the ROC Contracts and Commercial team, with the support of Legal Services where necessary.

Contract signing

- 2.10. Contracts will be progressed for signing in accordance with the [Research Management Policy](#) and the [Delegations Policy](#).
- 2.11. With the exception of Contracts captured under 2.12, Contracts sent for signing must be accompanied by a completed Contract sign-off sheet. This will be facilitated by a ROC representative.
- 2.12. Contracts with a total contract value to the University (including variations and extensions) up to and including \$25,000 may be approved and administered by the relevant Head of Organisational Unit, if they meet each of the following criteria:
 - 2.12.1. The Contracts do not involve:
 - i. foreign arrangements;
 - ii. HDR scholarships;
 - iii. a sub-contract or otherwise subject to the terms of a head agreement to which Curtin is not a party; or
 - iv. defence-related or dual-use goods or technologies under the *Defence Trade Controls Act 2012* (Cth).
 - 2.12.2. The Contracts are documented in the form of:
 - i. a Template Contract whose terms have not been amended; or
 - ii. a standard-form contract issued by the Western Australian state government; or
 - iii. an application for external research funding which does not impose binding terms and conditions on the University.
 - 2.12.3. There is no intention at the outset of the research to commercialise the results of any research arising from or relating to the Contract.
 - 2.12.4. The proposed signatory must:
 - i. complete and submit the form at Annexure A to the Director, Research Services and Systems, confirming their intention to adopt these procedures in respect of their Organisational Unit;
 - ii. appear on the list of approved signatories to be maintained by ROC;
 - iii. have, within the past 12 months, undertaken training relating to sound contract management principles in accordance with the University Contract Management Framework;
 - iv. make appropriate provision for the administration of the Contract; and
 - v. report all executed Contracts by email to ROCContracts@curtin.edu.au within 7 days of the end of each calendar month. Reports must be in the form set out at Annexure B and accompanied by electronic copies of each signed Contract.
 - 2.12.5. The Research Office may use its discretion in the application of the criteria above.

Reporting and Audit

- 2.13. The University will verify all reported research income with a Contract and/or other enforceable agreement, under the *Higher Education Research Data Collection* (HERDC) Specifications. Note that research arrangements supported by email only do not constitute appropriate verification material. As such, research income under non-contractual arrangements may not be reported.
- 2.14. The Research Office at Curtin may conduct audits to ensure compliance with these procedures, including for the purposes of ensuring compliance with HERDC Specifications.
- 2.15. Copies of all Contracts signed in accordance with these procedures will be stored on ROC's contract register.

3. RESPONSIBILITIES

Responsibilities are those as set out in section 2.

4. SCOPE OF PROCEDURES

These procedures apply to all staff, adjuncts, and associates in any location or campus, whether in or outside of Australia, conducting activities governed by Australian laws, regulations, guidelines or codes of practice.

5. DEFINITIONS

(Note: Commonly defined terms are located in the [Curtin Common Definitions](#). Any defined terms below are specific to this document)

Head of Organisational Unit

Is as defined in the [Register of Delegations](#).

6. SCHEDULES

Nil

7. RELATED DOCUMENTS/LINKS/FORMS

- [Research Management Policy](#)
- [Consultancy Procedures](#)
- *Contract Management Framework*

Policy Compliance Officer	Hannah Allan , Director Research Services & Systems Research Office at Curtin
Policy Manager	Deputy Vice-Chancellor Research
Approval Authority	Deputy Vice-Chancellor Research
Review Date	1 st April 2025

REVISION HISTORY

Version	Approved/ Amended/ Rescinded	Date	Committee / Board / Executive Manager	Approval / Resolution Number	Key Changes & Notes
New	Approved	8/09/2021	Deputy Vice-Chancellor – Research	EM 2156	

Research Contract Procedures - Annexure A

Notice of intention to adopt Research Contract Procedures

Organisational Unit i.e. School, Centre, Faculty, Institute	
Head of Organisational Unit i.e. the individual who will be signing Research Contracts.	
Campus location	
Email address	
Direct contact number	
By signing this form, you acknowledge that:	
<ul style="list-style-type: none"> ➤ You are authorised to sign contracts: <ul style="list-style-type: none"> ○ with a total contract value to the University of \$25,000; ○ where that document is: <ul style="list-style-type: none"> - an unchanged University Template Contract; - a WA State government contract template that has previously been reviewed by ROC; or - an application for external research funding that, doesn't bind the University to T&Cs if successful; ○ which do not relate to IP which has commercialisation potential; and ○ which do not involve: <ul style="list-style-type: none"> - foreign counterparties; - HDR scholarships - A subcontract; - A head agreement to which Curtin is not a party; or - Defence-related or dual use goods or technologies. <p style="margin-left: 40px;">Refer to the Research Contracts Procedures for full details.</p> 	<input type="checkbox"/>
<ul style="list-style-type: none"> ➤ Contracts will be administered in full by [insert Organisational Unit name] This includes contract review, invoicing, acquittals, variations and contract close-out. 	<input type="checkbox"/>
<ul style="list-style-type: none"> ➤ Invoices (if applicable) will be charged to correct research line items ROC can facilitate training on this for you. 	<input type="checkbox"/>
<ul style="list-style-type: none"> ➤ You have completed/will complete contract management training every 12 months. ROC can facilitate this for you. 	<input type="checkbox"/>
<ul style="list-style-type: none"> ➤ Contracts will be reported to the Research Office at Curtin in accordance with Appendix B to the Research Contract Procedures. 	<input type="checkbox"/>
<ul style="list-style-type: none"> ➤ ROC may audit compliance with the Research Contract Procedures at any time. 	<input type="checkbox"/>
<ul style="list-style-type: none"> ➤ The University is required to verify all reported research income with a Contract and/or other enforceable agreement, under the Higher Education Research Data Collection (HERDC) Specifications. Research arrangements supported by email only do not constitute appropriate verification material. 	<input type="checkbox"/>
Signed: _____ Date: _____	
Head of Organisational Unit	

Research Contract Procedures - Annexure B

REPORT

Contracts signed under Research Contract Procedures

Send to ROCContracts@curtin.edu.au

Section A - Contract Information

Faculty	
Organisational Unit (e.g. Area, School, Centre, Institute)	
Principal Investigator	
Ultimate funding body (if not a contract party)	
Contract title / Project title	
Contract purpose / Project description (approx. 140 words)	
Total contract value	(ex GST)
Total cash to be received by Curtin by year (total must be under \$25k)	Year 1: (ex GST) Year 2: Year 3: Year 4: Year 5:
Copy of contract provided	Confirmed <input type="checkbox"/> Please include all annexures, schedules and documents referred to in the contract.
Is this contract related to any other contract?	Yes <input type="checkbox"/> Contract ref: No <input type="checkbox"/>
Does contract relate to a research or consultancy project?	Yes <input type="checkbox"/> If yes, please also complete Section B. No <input type="checkbox"/>

Section B – Project Information

Project Start Date	
Project End Date	
<u>Research Types</u> and corresponding percentages	Basic <input type="checkbox"/> Strategic <input type="checkbox"/> Applied <input type="checkbox"/> Experimental <input type="checkbox"/>
<u>Fields of Research</u> and corresponding percentages	Six digit code: %
<u>SEO Codes</u> and the corresponding percentages	Six digit code: %
Is there any IP likely to be created as part of this project, and if so, will the external party have a licence to, or own the IP?	(required for HERDC reporting)
Is this project related to any other project?	Yes <input type="checkbox"/> Project ref: No <input type="checkbox"/>
Other comments	