



Catholic Education
Diocese of Rockhampton

Research Agreement

Part A - Reference Schedule

1.	CEDR	Name: ABN (if applicable):
2.	CEDR Contact Details	Address: Email: Telephone: Contact Person:
3.	Researcher	Name: ABN (if applicable):
4.	Researcher Contact Details	Address: Email: Telephone: Contact Person:
5.	Date of this Agreement	
6.	CEDR Facility	[SCHOOL NAME]
7.	Research Project Information	
	Title of research	
	Research aim and purpose (under 500 words)	
	Estimated start date	
	Estimate finish date	
8.	Research Methodology	
	Participants and sample size	
	Strategy/procedure (under 500 words)	
	List of research instruments to be used (eg survey, interview) Please attach copy of HREC application, information sheets, consent form and research instruments	

	Administration (how will the research be administered and by whom? Eg. Researcher or teacher)	
	HREC approval – please provide a copy of the HREC approval	
9.	Researcher/Employee/You	
	Select whichever applies to you (see clause 1 and 4 of the Terms if you aren't sure which one applies to you – and discuss with CEDR):	1. The Researcher is not an employee of CEDR (<i>and Section B and C of the Terms apply</i>). 2. The Researcher is an employee of CEDR and is carrying out the Research in the course of their employment (<i>and Section A and C of the Terms apply</i>). 3. The Researcher is an employee of CEDR but is not carrying out the Research in the course of their employment e.g. you are on annual leave while carrying out the research in the school (<i>and Section B and C of the Terms apply</i>).

Part B - Execution Page

EXECUTED as an agreement.

Signed by The Roman Catholic Trust Corporation for the Diocese of Rockhampton represented by Catholic Education Diocese of Rockhampton administering [insert school/college name here] and witnessed:

Full Name	Capacity	Signature
[authorised delegate signers name and designation here]	CEDR	
	Witness	

Signed by [Researcher #1 - full name:] and witnessed:

Full Name	Capacity	Signature
[Researcher #1 - full name and designation here]	Researcher	
	Witness	

Part C – Terms and conditions for carrying out research at CEDR

Section A – This section applies to CEDR employees who carry out their research while carrying out their employment duties

1. Application

- 1.1. This Section A (clause 1 to 3) **applies if you** are an employee of CEDR and you are carrying out your research activities permitted under this document while in your capacity as an employee of CEDR. I.e. you are receiving payment for ordinary work under your employment contract while carrying out the research. Note, permission is required from CEDR for you to take up this option. +
- 1.2. To be clear, this Section A (clause 1 to 3) **does not apply if you:**
 - a. Are an employee of CEDR carrying out the Research Activities but in your own time. For example, you have taken a sabbatical or annual leave from your employment and are carrying out the research at the CEDR Facility while on leave or sabbatical.
 - b. Are not an employee of CEDR.

2. Employment Agreement

- 2.1. The Employment Agreement continues to operate alongside this document. This document operates to the extent of any inconsistency between the employment agreement and this document.
- 2.2. The Researcher must ensure that they continue to discharge their duty under their employment agreement which must, at all times, take priority to this agreement.
- 2.3. Unless expressly agreed in writing otherwise, you will receive no additional remuneration or entitlements due to this Agreement.
- 2.4. You will discuss your Research Activities under this agreement with the Principal and give the Principal reasonable comfort, determined by the Principal, that the Researcher's duties under their employment agreement shall not be prejudiced in any way.
- 2.5. Any Personal Information and Confidential Information which comes into the knowledge of the Researcher as a result of their employment agreement must not be disclosed and remains subject first to the provisions of their employment agreement and then further subject to any restrictions set out in this agreement.

3. New Intellectual Property Material

- 3.1. If the Researcher is carrying out any part of the Research Activities as an employee of CEDR then any New Material created by the Researcher as a result of or in relation to this Agreement vest in or are assigned to CEDR upon the creation of that New Material.

Section B – This section applies to researchers who are not CEDR employees or who are CEDR employees carrying out research in their own time

4. Application

- 4.1. This Section B (clause 4 to 8) applies if you:
- a. Are an employee of CEDR but you are carrying out the Research Activities in your own time. For example, you have taken a sabbatical or annual leave from your employment and are carrying out the research at the CEDR Facility while on leave or sabbatical.
 - b. Are not an employee of CEDR.
- 4.2. To be clear, this Section B (clause 4 to 8) **does not** apply if you are an employee of CEDR carrying out the Research Activities while in your capacity as an employee of CEDR.

5. Employment Agreement

- 5.1. If you are an employee of CEDR, please note that:
- a. This Agreement does not release you from your obligations under your employment agreement. For example, you must continue to comply with all privacy and confidentiality rules in respect of the information you hold or know resulting from your employment.
 - b. Unless expressly agreed in writing otherwise, you will receive no additional remuneration or entitlements due to this Agreement.

6. New Intellectual Property Material

- 6.1. If the Researcher is not carrying out any part of the Research Activities as an employee of CEDR then any New Material created by the Researcher as a result of or in relation to this Agreement vest in or are assigned to the Researcher upon the creation of that New Material. The Researcher grants to CEDR an irrevocable, royalty free, assignable, worldwide licence to use the New Material (and any Pre-Existing Material comprising the New Material) for any CEDR education-related purpose.

7. Access to CEDR Facility

- 7.1. Compliance with Policies
- a. The Researcher must comply with all CEDR policies, codes of conduct, rules, standards and procedures (including student protection, work health, safety, environment and security).
 - b. CEDR must, on request, provide the Researcher with copies of the policies, codes of conduct, rules, standards and procedures referred to in this clause 7.
- 7.2. Access to CEDR's CEDR Facility
- a. The Researcher may access the CEDR Facility for only the Research Activities provided that it first provides seven days written notice to the Principal of the CEDR Facility and reaches agreement with the Principal of the CEDR Facility around the attendance and access arrangements including but not limited to length of attendance, regularity of attendance and time of attendance.

- b. When present at the CEDR Facility, the Researcher must:
 - i. avoid unnecessary interference with CEDR's business and activities;
 - ii. comply with the requirements and directions of CEDR with regard to conduct, behaviour, safety, security and environment.
- c. CEDR may:
 - i. deny or suspend access to the CEDR Facility for any reason, in its sole discretion;
 - ii. for any reason, direct any person, including the Researcher, to leave the CEDR Facility;
 - iii. consider disclosing to the Researcher, the reasons as referred to in points i. and ii. above.
- d. The Researcher must provide:
 - i. a current positive working with children check issued under the *Working with Children (Risk Management and Screening) Act 2000* and associated regulations (**Blue Card**); or
 - ii. evidence of their current teacher registration with Queensland College of Teachers,

and must immediately provide notice of cancellation, suspension, amendment or renewal of same to CEDR.
- e. The Researcher acknowledges that CEDR's first priority is the protection and best interests of its students and young people. The Researcher will comply with all laws and policies relating to student protection notified to it from time to time and otherwise will act in a manner focused on the protection of all children that the Researcher encounters.

8. Health, Safety and Environment

8.1. Researcher's Obligations

- a. The Researcher:
 - i. acknowledges the extreme importance that CEDR places on establishing and maintaining high standards in relation to workplace health and safety, the protection of the environment, and positive stakeholder relationships;
 - ii. acknowledges that CEDR is committed to eliminating work related injuries and occupational illnesses with a view to achieving the vision of 'Zero Harm';
 - iii. must acquaint themselves with and fully comply with the Health and Safety Requirements;
 - iv. must take all necessary action to ensure the health and safety of any workers;
 - v. must, before entering any CEDR Facility, obtain from CEDR copies of CEDR's health, safety and environment policies that form part of the Health and Safety Requirements relevant to the CEDR Facility.

- b. Unless otherwise advised by CEDR, the Researcher is in management and control of the performance of its obligations under this Agreement. CEDR relies on the Researcher's expertise to perform its obligations in accordance with the Health and Safety Requirements.

8.2. Audit

- a. CEDR may at any time upon reasonable written notice undertake, or engage a third party to undertake, an audit of the Researcher's performance of its obligations under this Agreement to ensure that the Researcher is compliant with the Health and Safety Requirements. The Researcher must comply with any reasonable direction issued by CEDR arising from any such audit to ensure compliance with the Health and Safety Requirements.

8.3. Incidents

- a. The Researcher must:
 - i. report any incident relating to workplace health and safety or the environment, or which impacts on stakeholder relationships, to CEDR as soon as possible, and in the event, within a time period that ensures CEDR can comply with Applicable Laws; and
 - ii. provide CEDR with reasonable assistance (including access to relevant documents) in investigating any such incident, including providing an investigation report outlining the root and contributing causes of the incident if requested by CEDR.

8.4. Consequences of Breach

- a. If the Researcher fails to comply with this clause 8, CEDR may do one or more of the following:
 - i. immediately direct the removal of the Researcher from the CEDR Facility;
 - ii. immediately suspend the Researcher's performance of its obligations under this Agreement, at the Researcher's expense, until the failure has been remedied; or
 - iii. either immediately, or at any time following a suspension under clause 8.4.a.ii, terminate this Agreement by serving written notice on the Researcher.

8.5. Costs

- a. Notwithstanding any other provision of this Agreement, if a safety incident occurs on a CEDR Facility which was caused or contributed to by the Researcher, then the Researcher must:
 - i. to the extent that the safety incident was caused or contributed to by the Researcher, indemnify CEDR for all costs and expenses incurred by CEDR in investigating the safety incident, whether or not the investigation is conducted by CEDR's Personnel or by third parties engaged by CEDR; and
 - ii. bear all costs and expenses in relation to any investigation that the Researcher independently wishes to conduct.

Section C – this part applies to all researchers carrying out research in CEDR Facilities

9. Application

9.1. This Section C (clause 9 to 18) applies to all Researchers carrying out Research Activities in CEDR Facilities.

10. Research Activities

10.1. You are permitted to carry out the Research Activities subject to the provisions of this Deed.

10.2. You will discuss your Research Activities under this agreement with the Principal of the CEDR Facility, prior to commencing, and agree with the Principal as to:

- a. When and how your research activities will be carried out;
- b. The extent and nature of your research activities;
- c. The parameters of the research activities and any restrictions or rules;
- d. Any risk assessment for the research activities;
- e. The nature of any parent or student consents or notices that need to be resolved; and
- f. Suitable information and parameters to give the Principal reasonable comfort, determined by the Principal of the CEDR Facility, that the ordinary operation and business of the CEDR Facility shall not be prejudiced in any way.

11. Confidential Information

11.1. You must keep any Confidential Information confidential and you must not disclose the Confidential Information except in accordance with the law.

11.2. At the written request of CEDR, you must destroy or return all Confidential Information in your possession.

12. Privacy

12.1. You must comply with the Privacy Act and the Australian Privacy Principles even if you are not required by law to comply with the Privacy Act or Australian Privacy Principles. Without limiting the scope of the Australian Privacy Principles or Privacy Act, this means that you must:

- a. ensure that Personal Information is protected against loss, damage, corruption, misuse and unauthorised access;
- b. not use Personal Information collected or accessed in connection with this Agreement other than for the purpose of performing its obligations under this Agreement;
- c. not disclose Personal Information without the prior written consent of CEDR, unless required or authorised by an Applicable Law;
- d. not transfer any Personal Information collected or accessed in connection with the Agreement outside of Australia without the prior written consent of CEDR.

- 12.2. You must immediately advise CEDR if you become aware of or suspect a Data Breach has occurred with respect to any of the Personal Information you have collected in accordance with this agreement.

13. Pre-Existing Intellectual Property

13.1. All Intellectual Property Rights in:

- a. any Pre-Existing Material remain vested in the party that owns the Intellectual Property Rights (**Owner**); and
- b. any adaptation, translation or derivative of that Pre-Existing Material vests in, or is transferred or assigned to, the Owner immediately on creation.

14. Insurance

You must effect and maintain public and product liability insurance on an occurrence basis with a limit of indemnity of not less than twenty million dollars per occurrence for public liability claims which covers the Researcher and CEDR for their respective rights, interests and liabilities for any loss of, damage to, or loss of use of, any tangible property, and the bodily injury, disease, illness or death of any person caused by, or arising out of or in connection with the performance of any obligation or the exercise of any right under this Agreement.

- 14.1. You must, on request, provide CEDR with certificates of currency evidencing the insurance required to be maintained under this clause 14.
- 14.2. Insurance policies covering the Researcher issued in the name of the Researcher's university or other tertiary education provider shall be accepted in satisfaction of this clause provided it provides acceptable coverage of the relevant risks (which will vary depending on the Research Activities).

15. Indemnity

- 15.1. The Researcher shall indemnify and forever keep fully indemnified CEDR at all times against any and all losses that are suffered or incurred by CEDR and which are caused, whether directly or indirectly, by any breach of this agreement or law by the Researcher but only to the extent caused or contributed to by the Researcher.

16. Notices

16.1. A notice given to a party under this agreement must be:

- a. in writing, in English;
- b. sent to the address or email address of the relevant party as set out in this agreement (or such other address, fax number or email address as the relevant party may notify to the other parties from time to time); and
- c. delivered/sent either:
 - i. personally;
 - ii. by commercial courier;
 - iii. by pre-paid post;

- iv. if the notice is to be served by post outside the country from which it is sent, by airmail;
- v. by e-mail.

16.2. A notice is deemed to have been received:

- a. if delivered personally, at the time of delivery;
- b. if delivered by commercial courier, at the time of signature of the courier's receipt;
- c. if sent by pre-paid post, five days from the date of posting;
- d. if sent by airmail, ten days after the date of posting;
- e. if sent by e-mail, 4 hours after the sent time (as recorded on the sender's e-mail server), unless the sender receives a notice from the Researcher's email server or internet service provider that the message has not been delivered to the Researcher,

except that, if such deemed receipt is not within business hours (meaning 9:00 am to 5:00 pm on a Business Day), the notice will be deemed to have been received at the next commencement of business hours in the place of deemed receipt.

16.3. To prove service, it is sufficient to prove that:

- a. in the case of post – that the envelope containing the notice was properly addressed and posted;
- b. in the case of email – the email was transmitted to the Researcher's email server or internet service provider.

17. General

17.1. **Costs** - All costs and expenses in connection with the negotiation, preparation and execution of this agreement, and any documents referred to in it, will be borne by the party that incurred the costs.

17.2. **Entire agreement** - This agreement contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this agreement other than those expressly stated in it or necessarily implied by statute.

17.3. **Severability** - If a provision of this agreement is invalid or unenforceable in a jurisdiction:

- a. it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- b. that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

17.4. **No waiver** - No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this agreement will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this agreement.

- 17.5. **Amendment** - This agreement may not be varied except by written instrument executed by all of the parties.
- 17.6. **Assignment** - The Researcher must not assign, transfer, sub-contract, create any trust over or otherwise deal in any way with any of its rights or obligations under this agreement without the prior written consent of each other party.
- 17.7. **Counterparts** - This agreement may be executed in any number of counterparts, each of which is an original and which together will have the same effect as if each party had signed the same document.
- 17.8. **Electronic exchange** - Delivery of an executed counterpart of this agreement by facsimile, or by email in PDF or other image format, will be equally effective as delivery of an original signed hard copy of that counterpart. If a party delivers an executed counterpart of this agreement under clause 17.8:
- a. it must also deliver an original signed hard copy of that counterpart, but failure to do so will not affect the validity, enforceability or binding effect of this agreement; and
 - b. in any legal proceedings relating to this agreement, each party waives the right to raise any defence based upon any such failure.
- 17.9. **Governing law and jurisdiction** - This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of Queensland, Australia. The parties irrevocably agree that the courts of Queensland, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

18. Definitions and interpretation

- 18.1. The following definitions apply in this agreement unless the context requires otherwise:
- a. **Applicable Laws** means all Acts, Regulations, statutory instruments, rules, guidelines, by-laws, proclamations and declarations that may be applicable in connection with the performance of obligations, or the exercise of rights, under this Agreement.
 - b. **Business Day** means a day (other than a Saturday, Sunday or public holiday) when banks in Rockhampton, Queensland are open for business.
 - c. **Claims** means any claims including actions, complaints, debts, demands, dues, proceedings, suits or other legal recourse (whether in contract or tort, at law or in equity or under statute) and including any causes of action or rights to bring or make any such claim.
 - d. **Confidential Information** means all confidential information (however recorded or preserved) disclosed or provided (whether in writing, orally or by any other means and whether directly or indirectly) by any Disclosing Entity to any Receiving Entity before, on or after the date of this agreement in connection with the Research Activities, including:

- i. all Personal Information including that of any students, staff or parents involved with the CEDR Facility;
- ii. any information that would be regarded as confidential by a reasonable person relating to the business, affairs, customers, clients, suppliers, proposals, market opportunities, technologies, products, business and product development plans, financial information, services, pricing, capabilities, capacities, operations, processes, product information or Intellectual Property Rights of CEDR or any of its Related Entities;
- iii. any information acquired by the Receiving Entity, by observation or otherwise, during a visit to the CEDR Facility, premises or facilities of any Disclosing Entity; and
- iv. any information developed by the parties and/or their Related Entities in the course of carrying out this agreement (including the results of any tests or investigations conducted in respect of the Research Activities and any reports, summaries, data, analysis and other documentation or information developed by any of them in respect thereof),

and includes any compilation of otherwise public information in a form not publicly known.

- e. **Data Breach** means any actual or potential:
 - i. unauthorised access to, use or disclosure of Personal Information;
 - ii. loss of Personal Information,
 by the Researcher.
- f. **Disclosing Entities** means CEDR including its schools, colleges and other facilities and its employees, contractors and volunteers.
- g. **Health and Safety Requirements** means all Applicable Laws relating to workplace health and safety and the environment, and CEDR's health, safety and environment policies.
- h. **Intellectual Property Rights** means all present and future rights in or to any copyright, moral rights, database, computer software, patent, design, utility model, trade mark (including any rights in get up or trade dress and rights to goodwill or to sue for passing off or unfair competition), brand name, service mark, trade name, domain name, business name, eligible layout right, chip topography right, plant breeder's right, know-how, trade secret, confidential information and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registered, registrable, patentable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights.
- i. **Liability** includes a present, prospective, future or contingent liability.
- j. **Loss** means any loss, death, injury, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other Liability of any kind or character (excluding consequential or indirect loss).

- k. **Material** includes data, information, documentation, designs, drawings, reports, notes, calculations, specifications, photographs, audio-visual materials, recordings, manuals, equipment, hardware, computer software and anything else which is in a material form, whether stored electronically, physically or otherwise.
- l. **New Material** means all Material that is created, written, developed or otherwise brought into existence by or on behalf of the Researcher in the course of the Researcher carrying out the Research Activities under this agreement but it excludes any Pre-Existing Material.
- m. **Principal** means the Principal of the CEDR Facility or member of the CEDR Leadership Team as notified to you by the Director of CEDR from time to time.
- n. **Researcher/You** means the party named as the Researcher in the Reference Schedule.
- o. **Research Activities** means the purpose of carrying out the research project detailed in the reference schedule.
- p. **Personal Information** has the meaning given to that term in the Privacy Act and includes but is not limited to all personal information related to students and staff of CEDR;
- q. **Personnel** means officers, directors, employees and agents of a party, and in the case of the Researcher, includes any subcontractor and the subcontractor's officers, directors, employees and agents.
- r. **Pre-Existing Material** means all Material which existed at the signing of this agreement or which is developed independently of this Agreement.
- s. **Privacy Act** means the Privacy Act 1988 (Cth).
- t. **Receiving Entities** means the Researcher.
- u. **CEDR Facility** means the premises of the school, college or other CEDR facility specified at Item 7 of the Reference Schedule and, if further agreed between the parties, any other premises owned or operated by CEDR.