



## **Volunteering WA**

# **Guidelines for Negotiating a Research Agreement**

**A resource for community organisations**

Last reviewed: 25<sup>th</sup> September 2009

## **Statement**

This document is intended as a tool for parties negotiating a research agreement. It is envisaged that the parties to the agreement would work through the document together, considering all relevant questions/instructions in relation to the protocol and recording agreements that arise out of this process. This record would form the basis for a research agreement between participating parties.

The Australian Code for the Responsible Conduct of Research (2007)<sup>3</sup> has served as a framework for aspects of this document. In some instances, a principle or definition from that document has been directly adopted.

### **1. A Statement of General Principle**

Researchers are expected to operate within an ethical framework that is characterised by intellectual honesty, accuracy and integrity. Research conducted should:

- Respect the privacy, dignity, and well being of research participants
- Accurately and fairly represent and acknowledge the work of other professionals
- Adhere to agreements of intellectual property ownership and confidentiality
- Avoid conflicts of interest

Researchers are responsible for being aware of, and conducting themselves in accordance with Volunteering WA's Research Protocol.

### **2. Professional Standards**

Researchers are expected to uphold the long established principles that guide ethical research and rely only on knowledge that has been appropriately derived. Care should be taken at all stages to avoid untrue, misleading or unsubstantiated statements. Researchers should only participate in research, which they are competent to perform. They are responsible for the conduct of those under their supervision or authority.

- 2.1 What are the research methods proposed?
- 2.2 What is the scientific validation of these methods?
- 2.3a Does any party question any aspect of the research on ethical grounds?
- 2.3b Record what actions are agreed upon by all parties to rectify these areas of concern and by whom.
- 2.4a Has the researcher's competence to perform the proposed research been established to the satisfaction of all parties?
- 2.4b If not, what action will be taken and by whom?
- 2.5 What is the agreed process for re-negotiation of aspects of the research as the need arises and what constitutes re-negotiated approval by all parties?
- 2.6 What aspects of the research agreement are considered non-negotiable from the original agreement?

- 2.7a Has this research proposal been considered by any other research and/or ethics committee?
- 2.7b Identify the committee.
- 2.7c What were the committees recommendations?

### **3. The Rights of Respondents**

Researchers have a moral and professional obligation to ensure that research participants are not adversely affected by their participation. Strategies to reduce this possibility are essential. This obligation remains when participants appear unaware or unconcerned about their own rights in this regard.

- 3.1 Record what precautions need to be taken to ensure that the privacy, dignity and wellbeing of research participants are upheld in the research context.
- 3.2 Are there any 'at risk/special needs' and/or 'dependent relationship' groups involved that need to be identified in these precautions?

'At risk/special needs' groups might be defined as groups who are generally agreed to be vulnerable, and/or judged to have some aspect of disadvantage in relation to power and/or status in our society. Examples may include: the disabled, the mentally ill, minority sub-culture groups, persons with limited English language speaking skills, indigenous Australians.

'Dependent relationship' groups refer to groups who may feel that participation in research is implicitly connected to their relationships with authorities. Examples may include: refugees, students, the mentally ill, children, prisoners.

- 3.3 Should the researcher consult those with special expertise regarding these 'at risk' populations?

It may be necessary to agree how those with special expertise will be identified, and when.

### **4. Confidentiality**

The boundaries of confidentiality and anonymity should be clearly agreed to by all parties involved in research prior to commencement. This includes consideration of:

- the rights and responsibilities of individuals and organisations involved
- agreed reasonable security measures employed to safeguard data in the present and in the future (see also data retention/use/access)
- mechanisms for minimizing invasion of privacy
- detailing of any legal impediments to confidentiality

Researchers seeking advice from bodies, professionals or colleagues external to the research agreement or persons connected with the community organisation should ensure that confidentiality agreements are protected by an assurance of confidentiality gained prior to consultation.

- 4.1 What confidentiality agreements need to be made? Record the final agreements.

- 4.2 Check that the distinction between anonymity (data unlinked to a person's identity) and confidentiality (data which may be linked with an individual or group but kept confidential) has been made in relevant agreements.
- 4.3 Check that every party potentially involved in the research has been considered in relation to upholding and requiring confidentiality (e.g. researchers, organisations, students, respondents, visitors etc.)
- 4.4a List any person whose advice might be advantageous to seek in the course of this research (see also 3.3).
- 4.4b Are any on this list seen (by any party) as unsuitable for consultation or who may be unlikely to comply with confidentiality agreements?
- 4.4c Record the agreement and action to be taken regarding seeking external advice and confidentiality.

## **5. Informed Consent**

Research participants or their legal guardians should give written consent to their involvement. Sufficient information to make an informed decision on participation must be imparted to participants in language that is both understandable and respectful. The voluntary nature of involvement and the lack of penalty for refusal or withdrawal should be explained. Consent forms should be retained and be retrievable for the same time period as all other research data and records.

- 5.1 What specific consent agreements need to be drawn up?
- 5.2 Do these agreements need to include a stipulation regarding the future sale or distribution of the information?
- 5.3 Are there any special conditions for specific participants?
- 5.4 What constitutes 'sufficient' information to make an informed decision regarding consent?
- 5.5 What procedures need to be developed for participants terminating involvement?
- 5.6a Are there special reasons why participants may feel obliged or coerced to participate?
- 5.6b How can these be addressed?

## **6. Data Storage and Retention**

Research data (including electronic data) and records should be recorded in a durable form, appropriately referenced, secured and identifiable for a period of no less than five (5) years after publication or the research being conducted.

- Research data is defined as "facts, observations or experiences on which an argument, theory or test is based. Data may be numerical, descriptive or visual. Data may be raw or analysed, experimental or observational."
- Research records are "documents containing data or information of any kind and in any form (including both paper-based and electronic format) created or received by an organisation or person for use in the course of

their work and subsequently kept by that organisation or individual as evidence of that work, or because of the informational value of the data that such documents contain. Records associated with the research process include correspondence (including electronic mail as well as paper-based correspondence); project files; grant applications; ethics applications; technical reports; research reports; master lists; signed consent forms; and information sheets for research participants..”<sup>1</sup>

- 6.1 Is five (5) years a reasonable time for data retention or does this need to be extended?
- 6.2 What is an agreed durable form for retention of data? (e.g. hard copy, floppy disc, CD-Rom, microfiche, audio, audiovisual)
- 6.3 Where will it be stored?

Add a point on security of data and access to data – Is the data stored in a secure location, to which only the researchers have access?

- 6.4 What procedures exist for the retention of data?
- 6.5 Who will be responsible for cataloguing and or preparing data for retention?
- 6.6 Who is ultimately responsible for managing the data during retention and who needs to be consulted on decisions or changes to this arrangement?
- 6.7 Will individual researchers retain secondary copies of the data for their own use?

## **7. Data Ownership, Use & Access**

The ownership, use and access of research data, copies and aspects of research data should be determined to the agreement of all parties prior to the commencement of the research contract and stipulated in that contract. This may include agreements to protect intellectual property that may limit free publication and discussion, and guidelines on the establishment, and access to relevant databases. Data related to publication should be accessible to other researchers for discussion purposes. The management of data should comply with the Privacy Act (1988)<sup>2</sup> or other relevant privacy protocols. Access to data for another project is considered to be re-using of data and requires further Consultative Committee approval to be obtained.

- 7.1 How and when can the data be retrieved?
- 7.2a Is the data adequately available for review by other researchers?
- 7.2b Is this possible before publication?
- 7.2c If so how and by whom?
- 7.3a What confidentiality agreements restrict the access to data?
- 7.3b Is the same person responsible for data management also responsible for ensuring confidentiality agreements are preserved? (see 6.6) If not, who?
- 7.3c What procedures will be used to this purpose?

- 7.4 Detail any intellectual property agreements.
- 7.5 How and when will the data be destroyed?

## **8. Authorship**

Authorship of a research project should be discussed and agreed upon by all parties before commencement and similarly reviewed if and when any changes in participation should arise. The Australian Code for the Responsible Conduct of Research<sup>3</sup> under 'Authorship' can be used as a guide to determining authorship. They state that authorship is "substantial participation" subject to several conditions. The ordering of authorship should accurately reflect relative participation in the research and writing process regardless of the status of individuals.

- 8.1 Who are the agreed authors of this research?
- 8.2 What groups or individuals (currently known) require acknowledgment and /or recognition in the publication of this research?

## **9. Publication**

"It is not acceptable to include the same research findings in several publications except in particular and clearly explained circumstances, such as a review of articles, anthologies, collections, or translations into another language. An author who submits substantially similar work to more than one publisher, or who submits work similar to work already published, must disclose this at the time of submission."<sup>3</sup> The reporting of research findings to a peer-reviewed journal (such as The Australian Journal on Volunteering) prior to public release is encouraged. Publications should acknowledge sources of financial support and in general, agreements that prohibit this should be avoided. "Researchers must take all reasonable steps to ensure that their findings are accurate and properly reported."<sup>3</sup>

- 9.1a Is it anticipated that publication will result from this research?
- 9.1b What would be the most appropriate form? (e.g. Australian Journal on Volunteering, State or National Conferences, etc.)

## **10. Conflict of Interest**

Researchers should actively avoid any situation where their personal or financial interests or affiliations may be seen to create a bias in their professional judgement. In this instance, researchers are obligated to disclose this 'conflict of interest' to all parties of a potential or actual research agreement as soon as they hold this knowledge. The obligation for disclosure includes any benefits or materials provided by organisations or individuals that have an interest in the research matter. Disclosure should be extended to editors of journals, to the readers of published work, and to external bodies from which funds are sought.

- 10.1a List any areas of the proposed research where actual, or perceived, conflicts of interest exist or may arise.
- 10.1b What action will be taken, and by whom, regarding these instances?
- 10.2 Have all necessary disclosures in regard to the research been made?

## **11. Research Misconduct**

Volunteering WA accepts the definition of research misconduct outlined in the Australian Code for the Responsible Conduct of Research<sup>3</sup>:

“Research misconduct includes fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting the results of research, and failure to declare or manage a serious conflict of interest. It includes avoidable failure to follow research proposals as approved by a research ethics committee, particularly where this failure may result in unreasonable risk or harm to humans, animals or the environment. It also includes the wilful concealment or facilitation of research misconduct by others.”

Examples of research misconduct include but are not limited to the following:

***Misappropriation:*** A researcher or reviewer shall not intentionally or recklessly

- a. plagiarize, which shall be understood to mean the presentation of the documented words or ideas of another as his or her own, without attribution appropriate for the medium of presentation;
- b. make use of any information in breach of any duty of confidentiality associated with the review of any manuscript or grant application;
- c. intentionally omit reference to the published work of others for the purpose of inferring personal discovery of new information.

***Interference:*** A researcher or reviewer shall not intentionally and without authorization take or sequester or materially damage any research-related property of another, including without limitation the apparatus, reagents, biological materials, writing, data, hardware, software, or any other substance or device used or produced in the conduct of research.

***Misrepresentation:*** A researcher or reviewer shall not with intent to deceive, or in reckless disregard for the truth,

- a. state or present a material or significant falsehood; or
- b. omit a fact so that what is stated or presented as a whole states or presents a material or significant falsehood.

## **12. Research Misconduct Procedure**

Allegations of research misconduct should be detailed in writing (including the individual against whom the allegations are made) and submitted to the Executive Director of the community organisation. These allegations will then be supplied to the person against whom they are directed and a written response requested.

If grounds for a formal investigation are found, the matter should be referred to a panel.

Funding bodies supporting this individual should be confidentially advised on the understanding that support will not be terminated.

A formal investigation should proceed regardless of the resignation of the individual under investigation. Should research misconduct be established, all interested parties should be notified and any distorted research data corrected.

'Interested parties' include:

- a person bringing an allegation
- a person against whom an allegation is made
- staff, student and trainees working with persons making an allegation, or with persons against whom an allegation is made
- journals and other media reporting research subject to suspected, alleged or found research misconduct
- funding bodies supporting persons or research involved
- the public<sup>3</sup>

All investigations should be conducted with a spirit of fair dealing and the protection of all interested parties. In particular, the protection of individuals who make allegations in good faith and individuals accused of misconduct should be considered.

### **End Notes**

<sup>1</sup> University of Melbourne (2008) Policy on the Management of Research Data and Records [on line]. Available at <http://www.unimelb.edu.au/records/research.html> [22/09/2009]

<sup>2</sup> Curtin University of Technology (1998) *School of Social Work Field Education Manual*.

The Arizona Board of Regents(2002) <http://www.abor.asu.edu/l/regents/policymanual/> University of Western Australia (2002) [http://www.acs.uwa.edu.au/reg/fao/GRIEVANCE\\_resolution.pdf](http://www.acs.uwa.edu.au/reg/fao/GRIEVANCE_resolution.pdf)

<sup>3</sup> Australian Code for the Responsible Conduct of Research [online] Available at <http://www.nhmrc.gov.au/publications/synopses/r39syn.htm> (25/09/09)

<sup>4</sup> Volunteering Western Australia (2009) *Research Protocol and Guidelines for Negotiating a Research Agreement*.

<sup>5</sup> [2007] Australian Code for the Responsible Conduct of Research [online] Available at <http://www.nhmrc.gov.au/publications/synopses/r39syn.htm> (25/09/09)

<sup>6</sup> University of Auckland (2002) [http://.auckland.ac.nz/Jcir\\_students/index.cfm](http://.auckland.ac.nz/Jcir_students/index.cfm)