

## **Supplementary Guideline - Research Data Management Policy and Procedure for Staff, Adjuncts, HDR Candidates and Visitors**

Despite Clause 11.0 of the policy capturing a need to adhere to contractual obligations in the public release of information in research publications and/or other public outputs, it was deficient in information relating to appropriate contractual obligations, along with measures used to secure consent to use the information in media releases and/or research publications. This guideline endeavours to overcome these oversights:

- 1) All grant proposals (internal and external), HDR confirmation of candidature documents, animal and human research ethics proposals and other relevant official research documents should include a statement on research data management. Here is an example of a suitable statement, viz., “Data generated by FNU Research will be managed according to FNU’s Research Data Management Policy and Procedure for Staff, Adjuncts, HDR Candidates and Visitors. All project-related data will be stored in a durable format, which will be regularly backed up on secured FNU ITS servers. The project data will be maintained and updated throughout the project and, where possible, will be recorded in FNU’s open access repository. Data will only be accessible to the collaborators recorded on the project record, and will only be accessible via their institutional usernames and passwords. Where permissible, data will also be made discoverable via the FNU institutional repository.”
- 2) The FNU Library is an open digital archive of scholarly, intellectual and research output of the University, noting that the FNU institutional repository disseminates and preserves theses and dissertations, research output of the University such as articles, conference papers, book and book chapters, pacific archive materials, newspaper clipping, videos and media releases and many other digital assets produced by members of the FNU community;
- 3) Any research and development, consultancy, non-disclosure agreement, data sharing agreement, etc. must be submitted to the PVC R&I and FNU Legal Services to ensure that suitable clauses have been included for media releases and/or research publications;
- 4) Given that FNU is a publicly funded and not-for-profit institution that conducts research, consultancy, education and other work for the public good, also involving students who often pursue careers in government, research organisations and Universities, it is critical that the findings of our work can be disseminated in the public domain;
- 5) In the context of point 4 above, FNU should not agree to an indefinite period of confidentiality of its commissioned work since it will prevent the release of media and/or

- publications together with the dispatch of research dissertations for external examination and/or lodgement of student theses in our institutional repository;
- 6) If there are no commercial-in-confidence restrictions, the contract should state that FNU is free to publish the findings and/or use them in media releases (the good practice of courtesy should still be exercised by FNU staff);
  - 7) The usual practice in industry R&D is to include a clause in the contract around a moratorium on publication (i.e., 3-12 months) for commercial-in-confidence work, so that the third-party (i.e., donor or sponsor) may explore the commercialisation of the co-created findings;
  - 8) In instances of 7, it is usual that FNU will be required to seek written approval from the donor or sponsor to publish the findings of a supplied manuscript in the research literature (after the moratorium has lapsed, publication is permitted);
  - 9) Usually, there should be no restriction on media releases by the University, except that the donor or sponsor shall be granted an opportunity to affiliate or not affiliate itself with the media output, they shall be granted the right to exercise a moratorium (usually between 3 to 12 months) on the media release when the confidential information is the subject of a commercial-in-confidence arrangement, and FNU must seek written approval from the donor or sponsor;
  - 10) If a donor or sponsor wishes to maintain commercial-in-confidence for an indefinite period, this would normally only occur if they are willing to pay for the full costs of the University's work (i.e., direct costs x 3 to factor in all indirect costs) as well as sign a licence agreement to provide an ongoing Royalty to FNU of the associated commercialisation income (e.g., a few percent);
  - 11) Despite the policy/procedure stating that "Researchers shall use the information only for the primary purpose it was collected and shall not divulge in disseminating information to a third party without approval from the relevant authority or the participants", "All researchers must abide by any confidentiality agreement signed when collecting, using, and managing research data" and "If, for any reason, researchers believe that the data will be made public, whether, in published or unpublished form, researchers shall inform the participants and attain their consent", it is totally silent on the institutional sign-off process for consent in all instances and the use of FNU information.
  - 12) Regarding 11 above, FNU staff must seek permission via the PVC R&I and FNU Legal Services about adherence to their contractual obligations;
  - 13) Upon receipt of this advice, the researchers should follow the directives of the PVC R&I and FNU Legal Services in seeking the necessary written consent, passing this written approval to the Research Office for the University's records;

- 14) FNU staff must seek permission from the University to utilise FNU information in media releases and/or publications since the University reserves the right to protect itself from being brought into disrepute through the actions of staff;
- 15) This should comprise a request to the Divisional Head and, if the researcher is uncertain about the relevant FNU custodian of the information, they may approach the PVC R&I for advice and guidance, noting that written consent must also be sought through the VC (see point 16);
- 16) In relation to point 15 above, the VC must approve the request for written consent to use the FNU information as sourced and used for its intended purpose;
- 17) If the FNU staff did not identify a media release and/or publication of the information in the original statement of purpose, they must subsequently seek written permission from the VC for this new intended purpose;
- 18) To safeguard the University against potential reputational damage, the media release and/or publication must be supplied to the DMC and PVC R&I for vetting and recommendation to the VC for authorisation;
- 19) As stressed in points 16 and 17 above, written consent must be provided by the VC in all cases involving a use of institutional information;
- 20) The decision of the VC is final, and there is no right of appeal.