

Contracts need to be reviewed before a grant is accepted.

Research contracts will be signed through the Grants Management Office. They have their own review processes, but it is important to check contracts yourself, in particular the intellectual property clauses and the schedules which relate to the work program, funding and timing of and triggers for payments. While these will be standard for some funding sources, (e.g. NHMRC, ARC), with others they may vary, especially for non-Category One contract research.

Commercial activity contracts are signed by Gawaine Powell Davies for contracts up to \$120,000, and by the Dean for larger amounts. It is generally wise to get a contract reviewed by the Legal Office as well as checking it yourself.

Below are some issues to consider.

Budget

- Check that this matches the budget that you applied for, is GST exclusive, and includes all UNSW levies;
- Check the timing of payments. Where these are triggered by milestones rather than by a date, make sure that the milestones are clear and cannot delay payments - for example, if a milestone relates to the funder's acceptance of a report, make sure the contract stipulates how long the funder can take to review it.

Intellectual property

- Ensure that any existing intellectual property UNSW or you bring to the project is protected: that it remains with UNSW or your (ownership of Intellectual property is the subject of UNSW's Intellectual Property Policy), and that you are comfortable with any provision for others to use it during or after the project;
- Ideally, any new intellectual property generated through the project belongs to UNSW. This may not always be possible, especially in contract research. Where this is so, make sure you have the rights to use it (for research and teaching). Intellectual property can also be held in common between UNSW and the funder.
- If the contract does not give UNSW ownership to the intellectual property, seek an irrevocable license to use the material for academic purposes – see suggested clauses below.
- Some funders will insist on retaining Intellectual Property and may be unwilling to give an open ended licence for you to use the material for teaching and research. If so, make sure that this is acceptable to you, and fits with the strategic direction of the Centre.

You may want to read the UNSW [Intellectually Property Policy](#)

Publication rights

- If you do not own the intellectual property rights, the funder may seek to limit your right to publish (or present) from the work. It is acceptable for a contract to require consultation with the funder before publication (there should be a stipulated period for a response). The funder may also insist on a right of veto, especially if a project is political sensitive. It is for you to decide if the work is strategic enough to make this worthwhile. However it is **not** acceptable for a funder to be able to determine the content of a publication.
- Any limitations on publication will need to be noted in an ethics application.

Moral rights

- This concerns your right to be known as the author of your work, and not to have the work presented in a misleading way. Check that the contract protects your moral rights.

Schedules

- There are usually schedules setting out what you will deliver, the payments and the timeframe for the project. Review these, and make sure that they are the latest version.