

# **Research Agreement: Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS) Prescribed Bodies Corporate (PBC) Project**

*This document seeks the consent of the PBC governing committee to participate in an AIATSIS PBC Action Research Partnership. All aspects of this document are open to negotiation.*

## **The Parties**

This Research Agreement is an agreement between the .....(the PBC) and the Australian Institute of Aboriginal and Torres Strait Islander Studies.

### **1. Specified Personnel**

The research will be carried out by ....., who is an employee of the Native Title Research Unit at AIATSIS and is part of a team of researchers working on the PBC Project. The researcher will be subject to the rules governing employees of the Australian Public Service and will be required to comply with the AIATSIS Guidelines for Ethical Research in Indigenous Studies.

### **2. Research Aims**

The Native Title Research Unit at AIATSIS is currently undertaking a two-year Prescribed Body Corporate research project. The Project aims to support PBCs in holding and managing native title lands by:

- developing greater understandings of the environments and aspirations of PBCs;
- bringing together resources and networks of benefit to PBCs; and
- helping PBCs to implement their visions.

### **3. Free, Prior and Informed Consent**

The aim of this agreement is to ensure that both Parties enter into this partnership with informed consent, agree about the nature of the research partnership, and are supportive of the research partnership.

Either Party may choose to cease this research partnership at anytime.

### **4. Outcomes of the Research Partnership**

As part of the PBC Project, the NTRU is entering into a number of action research partnerships which aim, within an 18 month time frame, to:

- provide the PBC with a written record of the establishment and development of their PBC and the issues they face that they can check before it is finished (the **Case Study Report**);
- identify and discuss issues they may wish to highlight;
- work with the PBC to identify their aims and aspirations;
- carry out strategic planning as required;
- assist in the implementation of the plan by identifying potential Government partners for the PBC;
- identify possible resources; and
- other suggestions the PBC may have within the time frame.

### **5. Permission to Interview Relevant Individuals or Groups**

The PBC agrees that the researcher will be interviewing a range of relevant people including members of the PBC and its Governing Committee and others who have been or are involved with the PBC.

The Researcher undertakes to obtain the free, prior and informed consent of all participants in the research, inform them in relation to the project goals, and ensure that they are fully aware they can withdraw from the research project at any time.

The Researcher will enter into a separate '**Agreement for Interview**' with each person interviewed.

Interviewees will not be paid for participating in the research project.

## **6. Approval of the Case Study Report**

The PBC and others interviewed will be given the opportunity to comment on a draft of the case study report and correct any factual errors.

The PBC agrees to nominate one or two persons who will give approval for the finalising of the Case Study Report and its dissemination.

## **7. Dissemination of the Case Study Report**

The Parties agree that:

- the PBC may distribute the agreed final Case Study Report as they wish;
- AIATSIS will not distribute the final Case Study Report until it has been approved by the PBC;
- AIATSIS may publish the agreed final Case Study Report on the NTRU web site;
- AIATSIS may publish the agreed final Case study Report in other publications subject to the approval of the nominated persons referred to in 6.

## **8. Other Research Partnership Outcomes and their Dissemination**

The Parties agree that information from this Research Partnership will be used to inform other PBCs in the development of general models and in the production of publications and policy documents which relate to the broader PBC environment including books, journals, and on the NTRU webpage. The Researcher and other members of the team may also speak about the research in seminars, conferences and workshops.

Copies of any such publications will be provided to the PBC.

## **9. Recording of Information**

The Researcher will interview members of the PBC for the research, take notes or record the information electronically, where they have permission.

AIATSIS agrees to enter into an 'Agreement for Interview' between the Researcher and the interviewee.

Interviewees will not be paid for participating in the research project.

## **9. Photos and films**

The PBC agrees that the Researcher can take photographs for the Research Action Partnership Project including photos of for example, country, meetings and performances and make video recordings where the latter is appropriate and specifically agreed.

The PBC agrees to provide advice on the collection and use of images.

The PBC agrees that these photos or videos may be included in the Case Study Report and other publications arising from this research as referred to in 8.

Copies of any photographs, tapes and videos will be provided to the PBC and deposited in the AIATSIS archives, including copies from individual interviews subject to the wishes of the interviewee in his/her 'Agreement for Interview'. Interviewees will be given the opportunity to elect to have their name withheld from any research products.

#### **10. Sensitive information and privacy**

There will be no secret or restricted information included in any report or research product.

The PBC agrees to advise the Researcher if an issue is sensitive and identify appropriate ways of dealing with it.

Interviewees will be able to elect:

- whether their names may be used in the research including in reporting back to the PBC unless their name is a matter of public record in relation to a particular issue; and
- whether to provide their record of interview to the PBC.

#### **11. Access to relevant documentation**

The PBC agrees that the Researcher may access and copy documents which are relevant to the research including documents submitted to the Federal Court, Connection reports, documents relating to the history of the determination and other relevant issues including documents held by other organisations.

#### **12. Storage of Information**

The Researcher agrees to keep information collected in the course of the research partnership under the terms and conditions agreed by the participants.

#### **13. Intellectual Property and Moral Rights**

The PBC and AIATSIS agree that:

- Copyright in the Case Study Report will be shared by AIATSIS and the PBC.
- Copyright in any documents relating to the broader PBC environment referred to in 8 is owned by AIATSIS.
- The Researcher will be able to reproduce information from these documents in other places or for other purposes (eg on the internet) without asking for new permission, but must make appropriate attribution.
- The PBC agrees that AIATSIS can manage the copyright in these documents and in particular, that AIATSIS will be able to give permission to other people to reproduce that information

AND:

AIATSIS and the PBC grant to each other a non-exclusive royalty free perpetual license to use this copyright material for any purpose whatsoever.

#### **14. Risks of the Research**

The Parties acknowledge that there are risks in entering into the Action Research Partnership which were discussed prior to making this agreement.

The Parties agree that they will make every effort to achieve the outcomes described in 4., although all such outcomes cannot be guaranteed.

#### **15. Dispute Resolution**

Comments on or concerns with the research process can be made in the first instance to:

- Dr Lisa Strelein, Manager Native Title Research Unit (phone 02 6246 1161); and,

if the matter is not resolved, then to

- Steve Larkin, Principal AIATSIS, phone 02 6246 1118

Should there be a dispute which cannot be settled in approaching the above, the Parties agree that any dispute arising during the course of this Contract will be dealt with as follows:

- (a) firstly, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
- (b) secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
- (c) thirdly, the parties have 10 business days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
- (d) lastly, either party may commence legal proceedings if:
  - (i) there is no resolution or agreement in accordance with sub-clause 28.1(c); or
  - (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 business days.
- (e) If the parties are unable to resolve their differences, then a person who is acceptable to both parties may be appointed as arbitrator. Any arbitration will be conducted in accordance with procedures agreed beforehand by both parties. Both parties agree to abide by the arbitrator's decision.

## 16. Insurance

The Researcher is employed by AIATSIS and AIATSIS will provide relevant insurance. AIATSIS maintains Professional Indemnity and Public Liability insurance to a value greater than \$20m and has Workers Compensation as required by law.

## 17. Dissemination of this agreement

This agreement can be made available to any member of the PBC who is participating in the research.

**I have read this Research Agreement and the PBC has discussed it with the Researcher.**

## On behalf of AIATSIS:

Name .....

Signature .....

Date.....

**The AIATSIS Researcher:**

Name .....

Signature .....

Date.....

**On behalf of the .....PBC:**

**1. Name .....**

Signature .....

Date.....

**2. Name .....**

Signature .....

Date.....

**3. Name .....**

Signature .....

Date.....