Research Partnership Agreement

This is a legal and binding document between “the Chief Researcher” and the Director-General of the Department of Youth Justice (DYJ) for the responsible conduct of the approved research project. The intent of this document is to ensure the highest duty of care with respect to families, young people, employees and resources involved in research.

Approval:

- to conduct research involving DYJ clients, staff, service providers or data;
- for DYJ to partner on a research project, even where that research project may not include DYJ clients, staff, service providers or data;

is subject to the researcher/s compliance with the following conditions:

1. Ethical conduct

If direct access to DYJ clients or staff, or identifiable data provided by DYJ is required, the researcher/s will:

- Be affiliated with a university and granted an ethics committee clearance from that university (DYJ will require evidence of the ethics application during the approval process and no research is to commence until DYJ has received evidence that ethics application has been approved).
- Comply with the Australian Code for the Responsible Conduct of Research (2018) — version incorporating all updates as at June 2018 and the National Statement on Ethical Conduct in Research Involving Humans (2018) – version incorporating all updates as at May 2015, established by the National Health and Medical Research Council (NHMRC).
- Undergo a criminal history clearance organised by the department
- Provide the department with evidence that they hold a current Blue Card (only if research involves direct contact with children).

2. Cultural responsiveness

The researcher/s will be cognisant of the over-representation of Aboriginal and Torres Strait Islander young people and families in the youth justice system. If direct access to Aboriginal and Torres Strait Islander young people, families, service providers or staff is required, the researcher/s will exercise a high level of cultural capability in the conduct of the research. Researcher/s who are culturally capable demonstrate a knowing and understanding of Aboriginal and Torres Strait Islander history, culture, customs and beliefs; being aware, being authentic and open to examining their own values and beliefs; and demonstrating culturally appropriate actions and behaviours.

To ensure research is conducted in a culturally appropriate and considered way, researchers must follow the Australian Institute of Aboriginal and Torres Strait Islander Studies Guidelines for Ethical Research in Indigenous Studies and be informed by the Ethical conduct in research with Aboriginal and Torres Strait Islander Peoples and communities (2018) and the Keeping research on track II (2018) by the NHMRC. These principles relating to best practice research with Aboriginal and Torres Strait Islander peoples also apply when conducting research with other cultural groups.
The DYJ is committed to responding appropriately to the culturally diverse nature of Queensland. Research approved by DYJ must align with the intent of department-specific and government strategies concerning reconciliation, multiculturalism or healing, including *Our Way: A generational strategy for Aboriginal and Torres Strait Islander children and families 2017-2037*, the departments Cultural Capability Action Plan, *Respectfully Journey Together*, and the *Queensland Multicultural Action Plan*.

3. Disclosures of revealed information
The researcher/s will inform the DYJ forthwith of any evidence of harm or suspected harm to young people that is disclosed by participants in the conduct of the research. Researchers will inform interview subjects of this requirement before the commencement of interviews.

4. Participant consent
The researcher/s will ensure consent requirements are fully complied with, research participation is voluntary, and participants are:
- fully informed of the intent, nature, purpose and scope of the research
- informed about to whom the information will be disclosed.

Where participants are unable to give informed consent, the researcher/s will obtain consent from the appointed person or body with legal authority to make decisions on behalf of the participant.

5. Departmentally-funded service providers
If access to DYJ clients or client data is to be facilitated by departmentally-funded service providers in the conduct of the research, the researcher/s will ensure that the service providers are:
- fully informed of the intent, nature, purpose and scope of the research
- informed about whom the information will be disclosed to
- given contact details that allow any emergent concerns or queries to be addressed by the researcher/s in a timely manner.

6. Privacy and confidentiality
Research that involves the collection or storage of personal or identifying information of DYJ clients or staff, must comply with the principles and standards of Queensland Government *Information Privacy Act 2009*.

The researcher/s will therefore ensure the:
- privacy and confidentiality of research participants details/information, including that of departmental employees.
- data pertaining to individuals is not communicated to unauthorised parties without consent of the individual or legal authority.
- removal of all personal information or opinions that could identify the individual, including in publication.

7. The use of research information/data
The researcher/s will:
(a) disclose any affiliation or financial involvement with any organisation or entity with direct interest in the subject matter of this research
(b) not grant third parties access to DYJ data or information without the prior written approval of the Deputy Director-General, DYJ - except where information/data is already publicly available.
(c) acknowledge the assistance of the DYJ and relevant service providers in all publications relating to
the research.

The researcher/s will provide DYJ with a copy of all ensuing research material proposed for publication
or public distribution. Researchers are to provide a copy of such material **20 days prior to submission
to a publisher and also at the final stage (e.g. page proof stage when the publication has been
approved)**. This allows sufficient time for the department to ensure that all relevant confidentiality and
duty of care requirements are met prior to publication/distribution of material.

8. Copyright

The State of Queensland retains the copyright of all records and data made available to researchers.
Unauthorised copying or publication of these records and data is in breach of the state’s copyright laws
and requirements.

9. Intellectual property

The DYJ places no claim on researchers regarding new intellectual property created in the conduct of
research involving DYJ clients, staff, service providers, or data. However, the researcher must grant to
the DYJ, a non-transferable¹, irrevocable², paid-up³ licence to use the research product or publication
for the non-commercial purposes of the department.

10. Indemnity

The agency auspicing the research (or the university, if the principal researcher is a student) will
indemnify the DYJ and its staff against any legal liability that may result from the conduct of the
research.

11. Reporting on progress

A DYJ Research Register, providing information on all research proposals, including applications
approved and declined and outcomes of approved research, is maintained by DYJ.

To maintain the currency of information on the Research Register, the researcher/s will provide a six-
monthly progress report to DYJ. The report will outline project tasks/activities that have commenced
and/or been completed, identify and explain any variations to the approved methodology, describe the
data that have been compiled/analysed to date, and discuss any barriers to project implementation
and delivery.

12. Term and termination

Approval to conduct research involving DYJ clients, staff, service providers, information or data is not in
effect until the research proposal is endorsed by the Director-General and the agreement below is
signed by the Chief Researcher.

The DYJ may immediately terminate approval by written notice to the researcher if the researcher:
   a) makes an unauthorised disclosure of confidential information
   b) makes an unauthorised publication
   c) commits a breach of any obligation under this agreement that is not capable of remedy

¹ The Department of Youth Justice cannot transfer the licence to a third party
² The researcher cannot take the licence away from the Department of Youth Justice
³ The researcher cannot charge the Department of Youth Justice any more money for the licence at a later time
d) fails to rectify a breach of any obligation under this agreement (other than a breach that is not capable of remedy) within 14 days after receiving notice from DYJ requiring rectification of that breach

e) ceases to carry on business

f) becomes insolvent, bankrupt or subject to the appointment of receiver or enters into a composition with any creditors

g) fails to obtain the requisite of ethics approval.

13. Declaration

The researcher declares that:
 a) no change will be made to the project without DYJ’s prior written consent; and
 b) the information provided in the application form attached to this agreement is true and correct.

As Chief Investigator on the approved research project, I agree that I and other researchers involved in the project will abide by the Department of Youth Justice Research Partnership Agreement, as specified.

We will be particularly vigilant in:

• preserving the confidentiality of information about specific individuals
• ensuring the anonymity of the person to whom the information relates
• ensuring that any departmental data or information, particularly identifying information, is not communicated to unauthorised persons or published without the written consent of the Department of Youth Justice and, where applicable, the individuals concerned (except already publicly available data or information).
  (This is a statutory obligation and carries penalties for non-compliance.)

During the research project, I will arrange for the Department of Youth Justice to receive an update on the project at least each six months or as negotiated with the Director, Performance & Reporting, Research and Evaluation.

On completion of the research project, I will provide the Department of Youth Justice with an electronic copy of all reports or publications resulting from the research project.

I agree that details of the research project including my email contact may be included on the Department of Youth Justice Research Register and posted on the Department of Youth Justice research internet site for public access.

Signature: ___________________________ Date: ___________________________

Approved Project Title: ______________________________________________________