

MASSEY UNIVERSITY

UNIVERSITY RESEARCH CENTRE AGREEMENT

Agreement effective from _____

PARTIES

Between the Vice Chancellor and the Pro Vice-Chancellor of the College of _____ concerning the operation of the Massey University Research Centre to be known as the “_____”, (referred to as “The Centre” in this Agreement) established on _____.

1. AGREEMENT OBJECTIVES

- 1.1. To record the parties' understanding as to the manner in which the Centre is operated. The specific guidelines for the operation of the Centre aim to ensure that there is agreement and understanding between all parties concerning the manner in which the Centre is to be operated.
- 1.2. To specify financial responsibility for the Centre.
- 1.3. To recognise that the Centre is in part a commercial entity and that its operation requires a flexible working environment, while at the same time there is a need for accountability and clear reporting of all activities on a regular basis.

2. THE CENTRE

There is constituted a Research Centre “_____” (hereafter referred to as “_____”) with the following Mission:

The background and objectives of “_____” are:

3. TERMS

- 3.1. The terms and conditions of this Agreement shall be read in conjunction with the University's policies and procedures, especially the Policy for Establishment and Operation of Research Centres. Any deviations from standard procedures are detailed in the attached schedules.
- 3.2. This agreement shall commence upon signing by the parties and shall continue in force for a period of _____ years (referred to as "the Term") (*usu. 3 yrs*) from _____ (*establishment or review date*). The agreement may be rolled over on completion of the term by mutual agreement between the parties.
- 3.3. The Centre's work programme is to be funded through external Contract and Trading contracts and from Massey University sources.

4. MANAGEMENT

- 4.1. The appointed Director/s of the Centre is/are _____. This appointment will be for a period of _____ year(s) from the date of this Agreement/establishment of the Centre (*delete that which is not applicable*), and will be subject to annual performance review.
- 4.2. The Director/s shall be responsible to the Pro Vice-Chancellor for the day to day management of the Centre including:
- Research leadership including the mentoring of staff;
 - Quality control;
 - Co-ordinating the development of research funding applications, proposals and contracts;
 - Supervision of Postgraduate Students;
 - Financial management and accountability;
 - Delivery of agreed research outputs;
 - Monitoring of collective research outputs;
 - Publicity associated with the centre;
 - Financial and Activities reporting through the Pro Vice-Chancellor.
- 4.3. The Centre may have a Governance or Management Board. If applicable, Board membership is detailed in Schedule 1.

- 4.4. Performance targets will be as agreed between the Director, Pro Vice-Chancellor, and if relevant, the Board.
- 4.5. The Centre reporting requirements include:
- The Centre must prepare a three-year plan which shall include both financial and service performance goals. The plan must be revised annually and presented with the annual report;
 - Annual reports to the Commercial Activities Group (CAG) will be submitted to the Pro Vice-Chancellor (PVC) by the due date on the template provided by the Research Centres Coordinator (RCC) in Research Management Services. These will be approved by the PVC and forwarded to CAG, with a copy to the RCC;
 - A six-monthly report detailing Financial activity (progress against budget) is to be submitted to CAG via Finance Operations. Depending on the risk rating, this may be required more frequently.

5. FINANCIAL

- 5.1. For the term of this Agreement it is expected that the Centre will operate as a separate Cost Centre with a unique Budget Centre code (*insert #*)
- 5.2. The Pro Vice-Chancellor of the participating College accepts on behalf of the College, ultimate responsibility for financial losses incurred by the Centre and, in acknowledgement of this obligation, may share in the distribution of overheads earned by the Centre.
- 5.3. The University recognises that the Centre has a focus on externally-funded research. It is therefore agreed that:
- The Centre shall meet all costs of its operation in accordance with the University's Policy for the Establishment and Operation of Research Centres;
 - The Centre shall be required to generate cash surpluses to finance future capital for the purchase of new or replacement assets, to recover establishment costs, to finance expansion and/or new venture costs, or to offset future annual deficits. Authority for capital expenditure will be governed by the policies and procedures of the University.

- 5.4. Where the Centre can demonstrate significant financial and strategic benefits to the University, it may be supported in start-up phase through the approval of 'deficit' budgets at the annual budget-setting process. Details are specified in Schedule 2.
- 5.5. It is acknowledged by the Director that the intention is that the Centre will move towards a full cost recovery operation. The timeline and budgetary targets are specified in Schedule 2.
- 5.6. The salary of the Director will be subject to an individual employment contract and the term of the contract will not necessarily be linked to the term of the Centre Agreement.

6. ANNUAL BUDGET

- 6.1. The Director acknowledges that the Centre is required to have an annual budget ("Annual Budget") and it is agreed that:
 - The Annual Budget and performance targets will be prepared by the Director and approved by the Pro Vice-Chancellor in line with normal University planning processes and timelines.
 - The Annual Budget will explicitly indicate how it is proposed any reinvestment of financial surpluses/reserves generated from external research, will be applied and the expected benefits to the University.
 - The Director shall have the formally delegated authority of the Pro Vice-Chancellor to manage the Annual Budget;
 - The Centre shall be required to operate in accordance with the Annual Budget.
- 6.2. A three year budget forecast, for the period starting at this Agreement date, is attached in Schedule 2.
- 6.3. It is envisaged that the Centre will attract postgraduate students. The EFTS income associated with these students may accrue to the Centre and will be subject to the contribution arrangements that apply to the host College.

- 6.4. Any income from PBRF associated with staff of the Centre, may accrue to the Centre and will be subject to the contribution arrangements that apply to the host College.
- 6.5. All relevant Massey University policies will be applied to EFTS and PBRF income.

7. STAFF

- 7.1. The Director shall ensure that the Centre complies with University policies and procedures relating to the appointment and employment of staff;
- 7.2. Appointment of staff to the Centre and the terms and conditions applying, must be approved by the Director and the Pro Vice-Chancellor;
- 7.3. Employment of Centre staff shall be by way of employment contracts which will be in accordance with University policies and procedures.

8. INTELLECTUAL PROPERTY

- 8.1. It is acknowledged that a primary focus of the Centre will be to undertake research and develop national and international research and industry linkages in order to further research opportunities.
- 8.2. The Centre Director will ensure that control and ownership of Intellectual Property is retained and it is agreed that:
 - The Centre shall comply with the University's policy on Intellectual Property;
 - The Centre shall refer all opportunities for benefits from Intellectual Property to the University Director of Commercialisation;
 - Any surplus of income over expenditure from the commercialisation of intellectual property, after meeting direct costs incurred in its development, and any agreed sharing of profits with third parties, shall be disbursed according to the University's policy on Intellectual Property.

9. CONFIDENTIALITY

The Director acknowledges the importance of keeping information relating to the Centre and its activities confidential and agrees to adhere to any University policy on confidential information notified by the University from time to time.

10. RESEARCH FUNDING

10.1. The Director will ensure that the Centre follows the University's policies and procedures in relation to research funding applications and proposals.

10.2. Research funding applications or proposals and contracts submitted by staff of the Centre under the name of the Centre must be approved by the Director.

10.3. The University's delegation policy regarding signing of research funding applications and proposals and contract agreements applies

10.4. The Director/s will not necessarily be involved in all or any Centre project/s as an investigator or contractor.

10.5. The Director is responsible for ensuring the delivery of agreed research outcomes, and will have management systems in place to ensure outcomes are achieved.

10.6. All revenue received by the University for external research, consultancy contracts and other activities, shall be disbursed to the Centre according to an agreed and approved budget.

10.7. On closure of a research contract account held by the Centre, any debit balance shall be paid by the Centre, and any credit balance shall be retained by the Centre, subject to full costs having been recovered.

11. SPECIFIC REQUIREMENTS

In addition to the requirements listed above, there are specific requirements that the Centre must meet which are set out in Schedule 3. In the event that there is any difference between the requirements set out in Schedule 3 and this Agreement, then Schedule 3 shall apply and prevail.

12. POWER OF THE VICE-CHANCELLOR:

In exceptional circumstances, the Vice-Chancellor may vary any of the terms and conditions detailed in this agreement and attached schedules, on the recommendation of the Assistant Vice-Chancellor (Research) and/or the General Manager, Strategy and Finance. It is anticipated that most variations will be negotiated through the annual planning and budgeting process.

This Agreement has been approved by:

Assistant Vice-Chancellor (R)(Date)_____

SIGNED:

Vice-Chancellor _____(Date)_____

SIGNED:

Pro Vice-Chancellor
College of _____(Date)_____

Director _____(Date)_____

Research Management Services Director: _____(Date)_____

This Agreement will come into force on the effective date (p.1).

You have until _____ for the purposes of consultation.

Schedule 1

Board Membership

(Enter names & titles as applicable)

Chair of Board: _____

In Attendance:

Schedule 2

Centre Financial Forecasting
Operating & Capital Income and Expenditure

(any details regarding timeline for achievement of full cost recovery status etc. are to
be added here)

Budget in Excel spreadsheet attached.

Schedule 3

(if applicable)