



Researching with the WA Police Force

Code of Conduct for Research

Purpose

Research projects provide a valuable function for the Western Australia Police Force. They serve various purposes, including:

- Contributing to the body of knowledge on policing;
- Critically evaluating policies, strategies and practices;
- Informing and shaping new policing policies, strategies and practices; and
- Finding solutions to existing and emerging issues which impact on policing.

Research has the potential to greatly benefit policing practice but also involves a number of risks that must be appropriately managed. The purpose of this document, and the overarching WA Police Force Research Governance Framework, is for the protection of the participants, the researcher and the agency. This document should be read in conjunction with Researching with the WA Police Force- [Information and Guidelines](#).

Introduction

The *National Statement on Ethical Conduct in Human Research, 2007*¹, sets the standard for research within Australia, and is used to underpin this document. The statement outlines:

- Section 1: Values and principles of ethical conduct- respect for human beings, research merit and integrity, justice and beneficence;
- Section 2: Risks and benefits of research and consent;
- Section 3: Methods and fields of research (including data types and methodologies);
- Section 4: Considerations relevant to specific groups or participants (e.g. minors); and
- Section 5: Ethical review and governance.

The conduct of research with the WA Police Force must comply with the guidelines provided by *the National Statement* and researchers undertaking research with the agency should familiarise themselves with this document.

The WA Police Force, researchers, and universities all share the responsibility of ensuring the safety of those involved in the research and that the research conforms to the National Statement.

Cultural Sensitivity

Research conducted in the WA Police Force must acknowledge the cultural and social protocols of Aboriginal and Torres Strait Islander peoples and people from other culturally and socially diverse communities. Research must consider State and Commonwealth Acts, WA Police Force policies as well as national standards such as the Values and Ethics - Guidelines for Ethical Conduct in Aboriginal and Torres Strait Islander Health Research.²

Vetting

A current Working with Children Check must be held by all researchers who intend to have any direct contact with children or young people. A current National Police Clearance (issued within the last 12 months) may be required for any researchers or staff associated with a project, as determined by the WA Police Force.

¹ <https://www.nhmrc.gov.au/guidelines-publications/e72>

² <https://www.nhmrc.gov.au/guidelines-publications/e52>

Research Design

The design and methodology of the research must be scientifically sound, consider the WA Police Force policies, strategies and supporting legislation and be conducted in a manner that ensures all reasonably practicable steps have been taken to protect the safety and health of researchers, WA Police Force personnel and participants.

Ethics and Informed Consent

The WA Police Force is to be supplied with ethics approval obtained via an accredited Human Research Ethics Committee (HREC).

Informed consent should be sought in all cases where it is practicable, and be documented by the researcher. Obtaining consent from a participant shows that their involvement is voluntary and they possess sufficient knowledge and understanding of the research objectives and risks or implications of participation.

Research must adhere to guidelines for eliciting consent in accordance with Chapter 2 of *the National Statement*, except in special circumstances where the conditions for consent have been waived (see Chapter 2.3).

The issues of informed consent are not lessened if the participants are WA Police Force employees taking part in a WA Police Force approved research project.

Data

All information and data provided for or collected by this research is kept secure at all times, including ensuring that:

- Data is stored in a secure location only accessible to researchers directly involved in the project;
- The data is only used for the purposes of this research project and in the fashion specified in the proposal. Any different or subsequent use of the data must have received approval by the WA Police Force;
- All identifiable data released by the WA Police Force is not retained by the researcher following the completion of the relevant approved analysis or investigation;
- All non-identifiable data released by the WA Police Force is stored or disposed of according to the organisation's own record keeping policies; and
- Research materials are not to be left in an unattended vehicle or location where unauthorised access could be made.

Conflict of Interest

A conflict of interest as defined by the National Statement exists where:

A person's individual interests or responsibilities have the potential to influence the carrying out of his or her institutional role or professional obligations: or

An institution's interests or responsibilities have the potential to influence the carrying out of its research obligations.³

Any (or potential) conflict of interests should be disclosed to the HREC and the Research Governance Officer as part of the application process.

WA Police Force employees should be mindful of a potential conflict of interest when undertaking research. This is particularly pertinent when employees propose research in the business area where they are employed and therefore requires their Officer in Charge to be advised. Any concerns regarding a potential conflict of interest should be directed

³ *National Statement on Ethical Conduct in Human Research, 2007* (updated May 2015) ("the National Statement").

to the WA Police Force Research Governance office. The intranet link below outlines WA Police Force personnel responsibilities concerning [unlawful computer use](#).⁴

Monitoring Research Projects

The WA Police Force shall monitor all research projects for compliance with agency rules, regulations and guidelines as well as against proposed timelines. Researchers must provide quarterly updates for the duration of the project.

Researchers must submit any proposed changes to methodology, timeframes or the requirement for additional participants or data to the WA Police Force for approval.

Any adverse events identified by the researcher or research team members during the course of the project are to be reported forthwith to the WA Police Force Research Governance Officer.

Termination or Suspension

The WA Police Force retains the right to withdraw approval, suspend, vary conditions or terminate a research project where it transgresses research protocol or where continuation may prove detrimental to stakeholders or to the WA Police Force.

Ownership and Publication

The ownership of the data and findings remains with the WA Police Force and requires written agency approval for public release. Public release includes the submission of assignments, theses, manuscripts, conference presentations, journal articles, press releases and internet postings.

To obtain approval for public release the WA Police Force requires a draft copy *no less than* 14 days prior to the researcher's anticipated release date. The report is vetted by the WA Police Force Research Governance Officer and internal subject matter experts to ensure the report does not:

- Identify staff or clients except in exceptional cases with express written permission;
- Contain inaccuracies; or
- Report any information that could represent a security risk for the WA Police Force.

In any publication the researcher/s shall acknowledge the role of the WA Police Force in the research. The publication shall include a note, stipulating that the piece does not necessarily represent the policies or views of the WA Police Force.

Researchers are to notify the WA Police Force Research Governance Officer of subsequent publication, conference papers etc. resulting from the initial research involving the WA Police Force.

Final copies of papers, theses and reports will be made available to all WA Police Force employees unless by prior arrangement with the WA Police Force Research Governance Officer based on the sensitivity of the research topic.

Copyright

The WA Police Force adheres to the *Copyright Act 1968 (Cth)* in order to safeguard its intellectual property rights (IP) and obligations regarding research and publication, researchers are also required to do the same. Researchers are obliged to adhere to the Code of Conduct and the Intellectual Property Clause attached as page 5 and 6 of this document.

The Intellectual Property Rights in new material created through the Research should be owned by the State of Western Australia. Intellectual Property Rights means:

⁴ <http://intranetportal/Default.aspx?tabid=289>

- (a) patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have confidential information (being information which is capable of being protected by way of an action for breach of confidence) kept confidential; and
- (b) any application or right to apply for registration of any of those rights; but does not include Moral Rights as defined in the Copyright Act.

The WA Police Force requires that the ownership of Intellectual Property Rights and certain indemnities and warranties are clearly spelt out before confidential information is released. A detailed clause concerning Intellectual Property Rights is attached. When you execute the Code of Conduct Declaration you accept the terms of that clause and take whatever steps are necessary to ensure that clause is preserved in any other arrangements that are entered into in relation to the research in question.

Complaints

The Research Governance Officer is responsible for managing complaints regarding the conduct of research within the agency. Any issues should be directed to this area in the first instance.

Signing Code of Conduct

Once you have read and understood the conditions contained in this document please sign as below and return to:

Email address:

research.governance@police.wa.gov.au

Postal address:

Research Governance
WA Police Force
Level 7, 141 St Georges Terrace, PERTH
WA 6000

Code of Conduct Declaration

Having read and understood the WA Police Force Code of Conduct for Research, I declare that I will preserve the confidentiality of information released into my care and will adhere to this Code of Conduct and any special conditions as outlined in the letter of approval from the WA Police Force for:

Project Title:

Investigator 1

Signature

Name

Date

Investigator 2

Signature

Name

Date

Attachment – Intellectual Property Rights

Copyright Act means the *Copyright Act 1968* (Cth).

Existing Material means a work (as defined in the *Copyright Act*), a product or any other material, which satisfies all of the following criteria:

- (a) the work, product or other material:
 - (i) was created prior to the commencement of the Research; or
 - (ii) is to be created during the term of the Research but outside the scope of the Research, including any subsequent modifications to such work, product or other material;
- (b) the Intellectual Property Rights in the work, product or other material are not owned by the Crown in right of the State of Western Australia, the Customer; and
- (c) the work, product or other material is required specifically for, or in connection with, the Services or Records.

Intellectual Property Rights means:

- (a) patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have confidential information (being information which is capable of being protected by way of an action for breach of confidence) kept confidential; and
- (b) any application or right to apply for registration of any of those rights; but does not include Moral Rights.

Material means Existing Material and New Material.

New Material means anything created by the Researcher under the Contract in which Intellectual Property Rights subsist.

Moral Rights has the same meaning as in the *Copyright Act*.

Research means the agreed scope of research to which this agreement to provide information relates.

Working Papers means all working papers, notes, reports, documents and other works (whether in paper, electronic or other forms) brought into existence by the Researcher for the purposes of performing the Researcher's obligations under the Contract.

1. INTELLECTUAL PROPERTY RIGHTS

1.1 Application of this clause

The Intellectual Property Rights in the New Material will be owned by the State of Western Australia (**State**).

1.2 Ownership of Intellectual Property Rights in New Material

- (a) The Researcher automatically assigns the entire future Intellectual Property Rights in all New Material to the State upon their creation;
- (b) Nothing in this sub-clause 1.2 will affect the ownership of any Intellectual Property Rights in any Existing Material including in any tools, methodologies and materials used to produce the New Material or other items; and
- (c) The Parties (being the State and the Researcher) agree that derivative works of, or modifications or enhancements to Existing Material created in the course of performing the research, will be owned by the owner of the Existing Material.

1.3 Licence of Materials

To the extent that the State is the owner of the Material or other items that have been developed through the research, the State grants to the Researcher a revocable, royalty-free, non-exclusive licence to use the Material or other items to the extent necessary. The licence will terminate on the completion or termination of the research.

1.4 Existing Material - Licence

Nothing in this clause 1 affects the ownership of any Intellectual Property Rights in any Existing Material.

The Researcher:

- (a) grants, and the Researcher must ensure that any other owner of any Intellectual Property Rights in any Existing Material grants, to the State in writing, at no additional cost, an irrevocable, perpetual, royalty-free, nonexclusive licence to:
 - (i) use such Existing Material for the purpose of receiving the benefit of the Services; and
 - (ii) to continue to use such Existing Material at the termination or completion of this Contract, in perpetuity, solely for the State's own use.
- (b) must, if a third party owns Moral Rights in any Existing Material, obtain a written consent and waiver from the third-party owner in relation to his or her Moral Rights to enable the State to use the Existing Material without regard to the third party's Moral Rights; and
- (c) The Researcher will obtain the State's written approval prior to the introduction of any Existing Material or Third-Party Intellectual Property into the State's systems or environment.

1.5 Warranty

The Researcher warrants that:

- (a) the Researcher has the right to grant the licences granted under clause 1.4 (a);
- (b) no Intellectual Property Rights or Moral Rights in any Material is or will be owned by any third party unless:
 - (i) if a third party owns any Intellectual Property Rights in the Material, the Researcher has obtained a written licence from the third-party owner to the same effect as the licence referred to in clause 1.4 (a); and
 - (ii) if a third party owns Moral Rights in the Material, the Researcher has obtained a written consent and waiver from the third-party owner in relation to his or her Moral Rights to enable the State to use the Material without regard to the third party's Moral Rights; and
- (c) the Material will not infringe the Intellectual Property Rights or Moral Rights of any third party.

1.6 Intellectual Property Rights Indemnity

The Researcher indemnifies and will keep indemnified the State of Western Australia and its officers, employees and agents from and against all costs, losses, expenses, actions, suits, demands, claims, damages and other liabilities resulting from the Researcher's failure to comply with this clause 1, including any breach of warranty under clause 1.5, or otherwise resulting from the actual or alleged infringement of the Intellectual Property Rights or the Moral Rights of any third party by the Researcher.

1.7 Intellectual Property Register

- (a) Within three (3) months of the Commencement Date, the State and the Researcher shall jointly develop an Intellectual Property Register; and
- (b) The Intellectual Property Register will be reviewed and updated at least annually throughout the Research jointly by the State and the Researcher.

1.8 Working Papers

Copyright and property in all Working Papers vest in the State.

1.9 Continuing Obligation

The obligations of the Researcher under this Clause 1 are continuing obligations and survive expiration or termination of the Research.