



OPTiMA Risk and Conflict of Interest Issues Management

The purpose of the OPTiMA Risk and Issues Management Plan is to uphold the obligations and liabilities of OPTiMA. OPTiMA will not do or omit doing anything which would be a breach of the Grant Agreement or cause the University of Melbourne to be in breach of or non-compliant with the Grant Agreement

OPTiMA has signed the partnership Agreement with the ARC and agrees to abide by the policies stated in that the Grant Agreement. Therefore, OPTiMA will:

- a) comply with the clauses laid out in the Grant Agreement. This includes promptly providing to the Administering Organisation, in the manner required by the Administering Organisation, quarterly and annual financial reports for the Grant Funds allocated to it pursuant to this Agreement and the Party Contributions promised by it in accordance with this Agreement, to enable the Administering Organisation to comply with its obligations under the Grant Agreement;
- b) acknowledge the relationship between OPTiMA, its members and the OPTiMA Partner Orgs and Other Orgs is limited to carrying out the Activities and nothing contained in this Agreement constitutes any of the Parties as agent, partner or trustee of any other of them, or creates any agency, partnership, (incorporated) joint venture or trust for any purposes whatsoever;
- c) ensure OPTiMA personnel do not represent themselves as being employees, partners or agents of the Commonwealth, or as otherwise able to bind or represent the Commonwealth;
- d) ensure OPTiMA members will comply with OPTiMA Policies and Procedures, the Grant Guidelines, and all applicable laws, regulations, codes and industry standards, including the documents listed in clause 23.7 and 24.1 of the Grant Agreement;
- e) ensure the participation of its Specified Personnel (as that term is defined in the Grant Agreement) and will comply and ensure that its Specified Personnel comply with relevant Grant Agreement requirements concerning Specified Personnel, including clauses A2.2.6 of the Grant Agreement;
- f) ensure that we are responsible for compliance with and reporting of research integrity matters in accordance with the *ARC Research Integrity Policy*, and investigation and management of breaches of the *Australian Code for the Responsible Conduct of Research* (2018); and
- g) ensure that we disclose to the Centre and Administering Organisation any actual or potential Conflict of Interest which has the potential to influence, or appear to influence, the research and activities of the Centre (including a Project), publications and media reports, or requests for funding relating to the Centre; see section two below.
- h) acknowledge the Administering Organisation must notify the ARC, in accordance with clauses 10.2 and 10.3 of the Grant Agreement, of any preliminary assessment or investigation into potential breaches of the *Australian Code for the Responsible Conduct of Research* (2018) that are related to a Conflict of Interest, or of any Conflict of Interest that materially impacts the Centre. The affected Party must provide the Administering Organisation with prompt and full disclosure of all relevant information and consents to the Administering Organisation disclosing such details in order to comply with its notification obligations; and



- i) acknowledge that a failure to disclose a breach of the *Australian Code for the Responsible Conduct of Research* (2018) may result in the ARC not paying any further Grant Funds for the Centre, recovering all or some of the Grant Funds paid for the Centre, and/or varying the amount of Grant funding approved for the Centre.

Conflicts of Interest

OPTiMA has two nodes, Monash University and the University of Melbourne. There are also several Associate Investigators from other institutions.

- a. On each Project Agreement, there will be at least one OPTiMA Chief Investigator listed as the project supervisor, in addition to other supervisors who may be Chief Investigator or Associate Investigators.
- b. All Monash University Supervisors will need to comply with the Conflicts of Interest Procedure <https://pdf4pro.com/cdn/conflict-of-interest-procedure-monash-university-5a3813.pdf>. There should ideally be no conflicts of interest on the OPTiMA projects they supervise, and if so they must be declared and a suitable Col management plan developed for approval by the OPTiMA Director and relevant Dean.
- c. All University of Melbourne supervisors will need to comply with the Managing Conflicts of Interest Policy (MPF1366) (<https://policy.unimelb.edu.au/MPF1366/>). There should ideally be no conflicts of interest on the OPTiMA projects they supervise, and if so they must be declared and a suitable Col management plan developed for approval by the OPTiMA Director and relevant Dean.
- d. If there are OPTiMA supervisors from outside of these nodes, they will need to sign a declaration on the Project Agreement stating that they have no conflicts of interest in the project they supervise. This does not extend to the PO supervisors.
- e. OPTiMA will disclose immediately to the University of Melbourne if we identify any actual, potential or perceived Conflict of Interest which has the potential to influence, or appear to influence, the research and activities of OPTiMA (including a Project), publications and media reports, or requests for funding relating to OPTiMA.
- f. OPTiMA will direct the University of Melbourne to notify the ARC, in accordance with clauses 10.2 and 10.3 of the Grant Agreement, of any preliminary assessment or investigation into potential breaches of the Australian Code for the Responsible Conduct of Research (2018) that are related to a Conflict of Interest, or of any Conflict of Interest that materially impacts the Centre.

Risk management

OPTiMA has developed a Risk Management template.

- a. At the monthly Executive Meetings the PO projects will be discussed and risks identified.

a) Establishing the context

b) Identifying the risks

c) Analysing the risks

d) Evaluating the risks (for example by considering the likelihood of events and the consequences or impacts of events)



- e) Treating the risks (For example by avoiding the risk, controlling the risk, financing the risk, transferring the risk (e.g. insurance) or reducing the risk through changed work practices)
 - f) Implementing, monitoring and reviewing
 - g) Communicating with all concerned.
- b. A minimum of twice per year the OPTiMA Executive will discuss non-PO project risks, but in all likelihood these will be raised as soon as they are identified.
- c. All risks will be entered into the Risk Management template.