



THE UNIVERSITY OF
MELBOURNE

EAAC Grants Training Guide

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TEMPLATE AGREEMENTS

USE OF TEMPLATE AGREEMENTS AT UOM

Research, Innovation & Commercialisation (RIC) reviews and negotiates research and research-related agreements on behalf of the University of Melbourne (UOM). There are a wide range of template agreements used to ensure that situations which arise in a research context are covered. Some of these are available to the wider University community and Faculty on the Research Gateway website. Some agreements are for use only within RIC.

The Standard University of Melbourne Research Agreements are primarily for use by Faculties in instances where they do not require assistance from RIC, unless there are changes needed to the templates. These templates can be located on the Research Gateway website.

In addition to these, there are agreements used by RIC Grants Teams in the course of their day-to-day work. For National Health and Medical Research Council (NHMRC) and Australian Research Council (ARC) funded research, there are template agreements available for routine schemes, and provide a standardised base intended to enable compliance with the relevant Head Funding Agreements. These templates are reviewed annually by a working group made up of different stakeholders who champion a new template with the intention of speeding up the contracting process between universities, Australia-wide. The templates are intended to enable a more streamlined post award grant establishment process. These and other standard templates can be located on SharePoint. They contain set terms and conditions so that you need to only fill in the key information such as details of the collaborator/s, a description of the project or service being provided, the payment and milestone/deliverable terms, and any other special conditions.

Standard form contracts are **not** suitable for complex or high-risk arrangements – even if that arrangement is, at a basic level, a kind of contract that could usually follow a standard form in simpler cases. For instance, even though a collaboration agreement is perfectly suited to a particular project, you may need a customised contract for a complex arrangement involving high risk or high value services, or the use of CRISPR.

TYPES OF AGREEMENTS

Accession Agreement	Used when a new party wants to become a party to a pre-existing agreement. Sometimes an Accession and Novation Agreement are combined. A variation may also be applicable if there is a change to the contract such as an extension of time; an increase in funding; withdrawal of a party, etc.	Available on SharePoint The site can be accessed here .
Data Transfer Agreement (DTA)	An agreement established between organisations that governs the transfer of one or more data sets from the owner/provider to a third party.	Available via Research Gateway The site can be accessed here .
Collaborative Research Agreement or Collaboration Agreement	An agreement between two or more researchers (that are engaged in a research project) about the nature of their working relationship. It specifies the intent of the parties to share data, research materials and facilities, and to publish research findings. While similar to Multi-institutional	Available on SharePoint or supplied by external party if they are the lead

	Agreements, Collaboration Agreements are executed between institutions irrespective of sponsored funding.	The site can be accessed here .
Confidentiality Agreement	Also known as a Non-Disclosure Agreement or simply as an NDA , is simply a contract between two or more parties where the subject of the agreement is a promise that information conveyed will be maintained in secrecy. These agreements can be mutual agreements, where both parties are obligated to maintain secrecy, or they can be unilateral agreements, where only the receiving party becomes obligated to maintain secrecy.	Available via Neota Logic The tool can be accessed here .
Consulting Agreement	A collaboration may be formalised through a Consulting Agreement, although Consulting Agreements are not typically compatible with the collaborators as we think of them. In a Consulting Agreement, the individual being hired is working under the direction of the other “collaborator”. Payments are made only upon satisfactory completion of a well-defined scope of work. In addition, the consultant agrees to be engaged on a “work for hire” basis- that is to say, the consultant has no rights at all to the work performed, the data or information collected or developed, or any IP of any kind.	Available via Legal and Risk site The site can be accessed here .
Funding Agreements	An Agreement between a Funder and the recipient of the funding (e.g., UOM) which outlines the terms under which the funding may be used.	Supplied by the Funder
Material Transfer Agreement (MTA)	This agreement covers situations in which one collaborator owns research materials such as a chemical compound or a biological substance and has received a request from another collaborator for samples of the material. Frequently MTAs are not a reflection of a true collaboration, but rather a contractual relationship established for the sole purpose of obtaining a given research material.	Available via Neota Logic The tool can be accessed here .
Memorandum of Understanding (MOU)	An MOU outlines the type of relationship that will be created, the objective of the relationship and the responsibilities of each party. An MOU is not a legally binding agreement and therefore should not address formal plans for compensation, confidentiality, or intellectual property and licensing rights. The planned activity may or may not come to fruition as described in an MOU, however there is no penalty for failure.	Available via Research Gateway The site can be accessed here .
Multi-Institutional Agreement (MIA)	Where a research project is multi-party and is subject to a funding agreement, an MIA is entered into by all of the collaborating institutions on the grant. It is used to govern the conduct of a grant and where applicable, disbursement	Available on SharePoint or supplied by the external party if they are the lead party