



LINHLAW
INTELLECTUAL PROPERTY LAW

NHMRC 3in1 MIA

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Agenda

- Objectives
- MIA Guide
- MIA sections to complete
- MIA Parts A, B and C
- MIA Schedule 1
- Questions



Objectives

Streamlined approach

- Simple to use – all variables in one place, easy to complete
- Consistent approach – alignment of terms
- Simplified agreement
 - lean
 - if already addressed in Funding Agreement, do not repeat

- *Contract of Sale of an Apple:*

In consideration of payment to me of AUD1.00 (which I confirmed has been received), I hereby transfer to you all of my rights, title and interest in this apple, together with the peel, juice, stem and seeds, and any claims or other rights that I may have or might have or have had in the apple, including the right to cut, bite, eat, carve or otherwise deal with the apple.

- *Streamlined:*

Here's an apple for \$1.



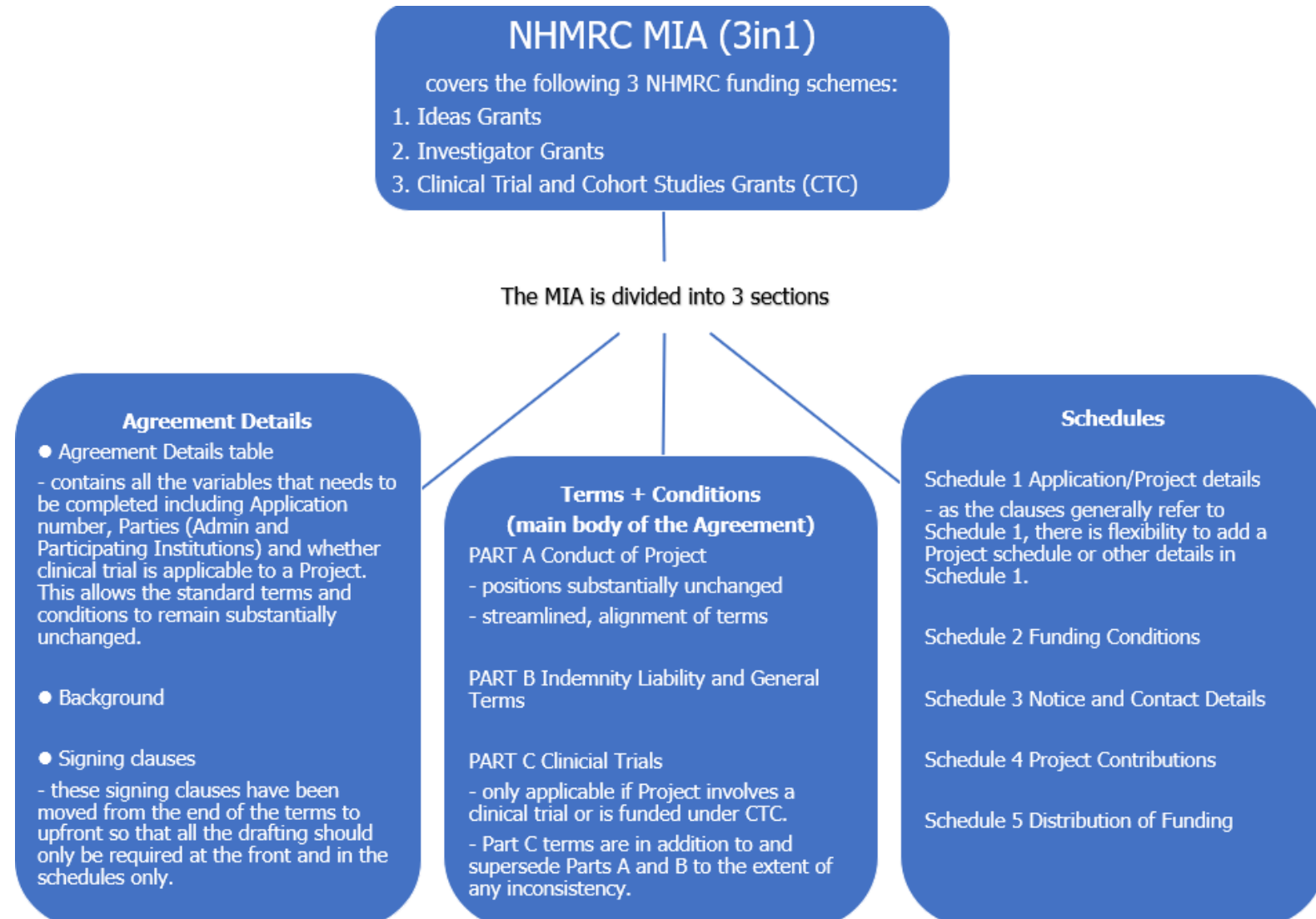
MIA structure

Streamlined approach:

- All information or details to be completed are either inserted in the Agreement Details at the front or in the Schedules at the back
- Signing/execution clauses are immediately after the Agreement Details
- Intention is to not negotiate or amend any terms in the main body of the MIA



MIA Guide



Agreement Details

AGREEMENT DETAILS

| | | | |
|--|------------------------------------|---------------------|------|
| Application NHMRC ID: | APP <Insert NHMRC ID> | First Funding Year | 2023 |
| Scheme: | NHMRC <Insert Scheme Name> | | |
| Project Title: | <Insert Project Title> | | |
| Start Date: | <insert date in dd/mm/yy format> | | |
| End Date: | <insert date in dd/mm/yy format> | | |
| Funding: | <Insert total amount funded> | | |
| Administering Institution and its Chief Investigators (CIs) | <Insert Institution> | <insert name of CI> | |
| Participating Institutions and their Lead Investigator. For institutions named on the application, this is usually the first named Chief Investigator (CI) (Specified Personnel) or First named Associate Investigator (AI): | | | |
| Institution | Lead Investigator | Email address | |
| <Insert Institution> | <Insert name of Lead Investigator> | | |
| <Insert Institution> | <Insert name of Lead Investigator> | | |



Agreement Details

Clinical Trials:

- Identifies if the Project involves a clinical trial or is funded under the CTC scheme – please complete

| | | |
|--|------------------------------|-----------------------------|
| Do the Clinical Trial provision of this agreement apply? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|--|------------------------------|-----------------------------|

- Identify the Sponsor of the Study (including if the Sponsor is a third party) – please insert/complete

| | | |
|---|--|---|
| Clinical Trial/CTC terms – refer PART C | <p>Applicable if the Administering Institution nominates their applicability above.</p> <p>In <u>general</u> these provision should be applied in cases where:</p> <p>(a) the Scheme identified above is the NHMRC Clinical Trials and Cohort Studies Grant; or</p> <p>(b) the Project involves a Clinical Trial (as defined in Part C Clinical Trials and confirmed below).</p> | <p>Sponsor: <i>[Insert name of Administering Institution or Participating Institution to act as Sponsor of the Study or other party to be subcontracted as Sponsor of the Study.]</i></p> |
|---|--|---|



Part A

Definitions:

- Agreement Details
- Funding Agreement, not repeated in MIA
- Definitions clause 1, Part A
- Part C Clinical Trials
- Some (but rarely) within the document itself and only used within the relevant clause (eg Material Provider, Material Recipient, Traditional Knowledge)



Part A continued

Although not intended, contains terms that may be negotiated:

- IP – different Project IP ownership structure, additional licence rights (for example, patient care, clinical use)
- Biological Materials – a party may require separate material transfer agreement
- Existing Materials – includes data, provider may require separate data transfer agreement
- Publications – longer review periods, no deeming consent



Part B Indemnity, liability and general

Contains terms that are not intended to be negotiated:

- Back-to-back NHMRC indemnity for the Administering Institution
- Exclusion of liability for consequential loss
- Consistent in all 3 previous MIAs
- Dispute resolution
- Standard terms, notices, and so on.



Part C – applicable for clinical trials only

- All clinical trial related definitions in Part C
- Part C terms are in ADDITION to Parts A and B
- If Part C is inconsistent with a term in Parts A or B, then Part C will prevail



Schedule 1 Project Details

2 options:

1. Attach Application

- generally for Ideas and CTC grants

- If clinical trial is relevant, retain the extract for Medicines Australia CTRA Schedule 4

Or

2. Insert and complete Project Details/schedule – generally used for Investigator Grants



Schedule 2 – Funding Conditions

Schedule 2 – Funding Conditions

"Funding Condition" means a condition, standard or guideline specified in a Schedule, or imposed by NHMRC, in respect of a Research Activity and with which the Administering Institution is required to comply in respect of that Research Activity.

- Provided by the NHMRC in respect of the specific funded project, Letter of Award
- Insert in full in Schedule 2, MIA



Schedules 3, 4 and 5

Schedule 3 – Notice and Contact Details

Schedule 4 – Project Contributions (as per Application or insert details)

Schedule 5 – Distribution of Funding (payable from Administering Institution to a Participating Institution)



Questions?

