Australian Government

Department of Education

CHOOSING THE RIGHT HERC IP FRAMEWORK AGREEMENT

Do you need to share confidential information before the project starts?

Yes → **Mutual Confidentiality Agreement**

No

If you need to do more than just exchange information

I need to amend an existing agreement

I need to negotiate a new agreement

With two parties → **Two Party Variation Agreement**

With three or more parties → **Multi-Party Variation Agreement**

To carry out collaborative research, where both parties work together to develop new technologies or solve research problems

To commission (or provide) a technical services consultancy → **Technical (Consulting) Services Agreement**

To transfer equipment → **Equipment Licence Agreement**

To transfer materials → **Material Transfer Agreement**

To buy (or sell) some IP that **already** exists → **Assignment Agreement**

To use (or allow use of) some IP that **already** exists, for commercial activities

With three or more parties → **Multi-Party Collaboration Research Agreement**

Standard Exclusive Licence Agreement ← Where some exclusive rights are needed

With two parties

Where non-exclusive rights are acceptable

For Lower risk research

such as:
- project value <$250,000
- no foreign entities
- technically simple
- no high risk factors
- simple indemnities and warranties

For Higher risk research

such as:
- project value >$250,000
- higher legal, IP, physical or environmental risks
- involves a foreign entity
- technically complex
- complicated prior IP
- complex indemnities, warranties or liabilities

For internal non-commercial use only OR **For Lower risk licence**

such as:
- fees payable expected to be <$100,000
- no high risk factors
- simple indemnities and warranties
- simple licensing arrangements

For Higher risk licence

such as:
- fees payable >$100,000
- complex royalty mechanisms
- control of sub-licensing needed
- higher legal, IP, physical or environmental risks
- additional arbitration or mediation systems needed
- complex indemnities, warranties or liabilities

Accelerated Research Agreement

Standard Research Agreement

Accelerated Non-Exclusive Licence Agreement

Standard Non-Exclusive Licence Agreement