



## IP Toolkit – Tool 3 Term Sheet for Model Contracts

The Term Sheet assists you to:

- define the project and consider important matters
- engage appropriately with internal policies, processes and approval mechanisms
- negotiate with collaborators, and
- once it captures the agreed terms, use as contract drafting instructions.

If you mostly complete the **bolded** questions in this term sheet for your collaboration requirements, then the agreement can be implemented in the Mini IP Toolkit Model Contract or a variation. If you complete more than just the bolded questions use the IP Toolkit Model Contract or a variation of it. In addition, the IP Toolkit Considerations Checklist, Mini Considerations Checklist, Model Confidentiality Agreement and contracts are at <https://www.ipaustralia.gov.au/manage-my-ip/how-to-commercialise-my-ip/commercialisation-and-collaboration>.

### Parties to collaboration contract

#### Sponsor details

Sponsor contracting name  ACN/ABN

#### Sponsor representative

Name

Address

Email

Mobile/Phone

#### Research Organisation details

Research Organisation contracting name  ACN/ABN

#### Research Organisation representative

Name

Address

Email

Mobile/Phone

Principal Investigator

The Principal Investigator is the Project Manager unless otherwise stated.

Project Manager (if not Principal Investigator)

Have the Parties completed the IP Toolkit or Mini Considerations Checklist?

Yes ☐ No ☐

Have the Parties signed a Confidentiality Agreement?

Yes ☐ No ☐

## Project purpose and scope

Project title

Project objectives (optional)

Project background  
(optional)

Anticipated major outputs/results (e.g. improved service through creation of new software for use at point of sale)

Project commencement date (specified or on last party signing)

Project term/end date (specified or when all obligations performed)

## Project inputs

Location of Project activity

Location of governing jurisdiction of the Contract  
(if different to above)

## Project budget

**Note:** The total Project budget operates as the agreed financing for the Project and payments from budget are made under Project activity. Payments are made by either collaborating party for milestones that are agreed at the start of the Project, such as achieving agreed deliverables, and where appropriate should include contingencies (e.g. agreed substituted research outcomes).

**Total Project budget** \$  
(including salaries, travel, operating costs and capital)

**Sponsor contribution**

**Research Organisation contribution**

In-kind (non-monetary) contribution(s) of the Sponsor (e.g. resources, facilities and equipment)

Description	Value \$	Provision date
In-kind contribution total \$		

In-kind (non-monetary) contribution(s) of the Research Organisation (e.g. resources, facilities and equipment)

Description	Value \$	Provision date
In-kind contribution total \$		

## Project staffing

### Key Sponsor personnel involved with the collaborative project

1.	2.
3.	4.
5.	6.

Arrangements for agreeing substitutes (if applicable)

### Key Research Organisation personnel involved with the collaborative project

1.	2.
3.	4.
5.	6.

Arrangements for agreeing substitutes (if applicable)

Total staff numbers provided by Sponsor

Full-time

Part-time

Total staff numbers provided by Research Organisation

Full-time

Part-time

Is recruitment of staff required?

Yes

☐

No

☐

If Yes, is approval from other party required?

Yes

☐

No

☐

Are there any students or volunteers participating in the project?

Yes

☐

No

☐

If Yes, provide name(s)

## Project and loaned equipment

Project equipment newly purchased as part of this project will be owned by:

A - Sponsor or Research Organisation (specify)

B - Sponsor and Research Organisation (provide details)

Sponsor list of loaned equipment and specify conditions for each loan (where applicable)

1.
2.
3.

Research Organisation list of loaned equipment and specify conditions for each (where applicable)

1.
2.
3.

If applicable, indicate where loaned equipment is owned by a third party and who maintains and insures it

## Intellectual Property, Confidentiality and Liability

IP register required?

Yes

☐

No

☐

**For Sponsor – any Background IP** (including third party IP), **confidential information or other related material to be provide by the Sponsor and by when**

**Background IP list**

**Third party IP list**

**Confidential information list (specify)**

**Other material for use on Project**

**Confidentiality of all Background IP**

Yes ☐

No ☐

For period of

**Confidentiality of other related materials**

Yes ☐

No ☐

For period of

Mechanism(s) required of the Research Organisation for protecting Background IP, confidential information and/or other material (e.g. storage of confidential data in safe overnight)

Any grant relating to Background IP, third party IP, confidential information or other material other than for use in the collaboration

Any condition of use of Background IP, third party IP, confidential information or other material to other party for internal purposes

Any condition of use of Background IP and third party IP, confidential information or other material to other party for other purposes

**For Research Organisation – any Background IP** (including third party IP), **confidential information or other related material to be provided by the Research Organisation and by when**

**Background IP list**

**Third party IP list**

**Confidential information list (specify)**

**Other material for use on Project**

**Confidentiality of all Background IP**

Yes ☐

No ☐

For period of

**Confidentiality of other related materials**

Yes ☐

No ☐

For period of

Mechanism(s) required of the Sponsor for protecting Background IP, confidential information and/or other material

Any grant relating to Background IP, third party IP, confidential information or other material other than for use in the collaboration

Any condition of use of Background IP, third party IP, confidential information or other material to other party for internal purposes

Any condition of use of Background IP and third party IP, confidential information or other material to other party for other purposes

## Liability – Indemnities, warranties and insurance to apply (select ALL that apply)

☐ **A - General legal principles to apply** Project specific issues

☐ **B - Each party to indemnify the other**

☐ **C - Research Organisation to indemnify Sponsor and Sponsor's personnel**

☐ **D - Any other warranties or indemnities to apply**

Any limitation of liability (cap)

Any insurance arrangements including commonality of insurers:

Sponsor

Research Organisation

## Project activity

**Note:** Collaborators must create deliverables that are detailed enough to be incorporated in a Schedule of works in the Model Contract.

Major Project deliverable(s) by Sponsor (if applicable) (e.g. provision of product fulfilling all specifications)

Major Project deliverable(s) by Research Organisation (e.g. alpha software developed as specified)

## Payment schedule for Milestones – include achievement criteria, amount and due dates

(Examples may include: contract agreed; prototype complete and functioning as specified; software tested and functioning as specified; Patent or Design application submitted; Final Report detailing completion of all deliverables as specified):

Milestone with Criteria	Amount \$	Due date

Outline any contingencies for not meeting a specific Milestone (e.g. meeting between parties)

Obligations for record keeping and data management (e.g. research material and data to be kept secure and confidential onsite)

## Reporting

**Reports provided in specified format from the Research Organisation will concern** (e.g. regular progress reports that include minimum requirements, progress made against deliverables, financial tracking against project budget, page length, and other factors that affect the Project)

**Report title or description**

Requirements (e.g. format and content)

Period (e.g. monthly)

Sent to (e.g. email address and/or physical address)

## Dispute Resolution

**Note:** A party must notify the other party of a dispute.

**If parties cannot agree on an issue of a notified dispute within an agreed number of business days (default 20 days unless otherwise specified) then parties (select one):**

- ☐ **A - must refer dispute for expert determination (parties must agree to be bound by the outcome)**
- ☐ **B - must appoint a mediator and participate in mediation**
- ☐ **C - must refer dispute for arbitration (parties must agree to be bound by the outcome)**
- ☐ **D - may refer the dispute for alternate dispute resolution**

## Project outputs

**If applicable, nominate which party owns Deliverable(s)**

<input type="checkbox"/> <b>Plans/Reports/Photos</b>	<div></div>
<input type="checkbox"/> <b>Inventions/Prototypes/Products/Services</b>	<div></div>
<input type="checkbox"/> <b>Software/Tests</b>	<div></div>
<input type="checkbox"/> <b>Designs/Patents</b>	<div></div>

**Note:** In both contracts, unless agreed otherwise, the owning party of the Project IP owns it on creation. They may choose whether to pursue registration or other protection in their name at their own expense but must also first consult with the other party.

**The Sponsor seeks to**

(e.g. commercialise Project innovation while allowing researcher articles to be published)

**The Research Organisation seeks to**

(e.g. allow research articles to be published while Project innovation is commercialised)

**The ownership, use or exploitation of the created Project IP:**

**By the Sponsor as specified in the Project deliverables above (to be in a Schedule in the Model Contract) is**

**By the Research Organisation specified in the Project deliverables above (to be in a Schedule in the Model Contract) is**

**All non-specified Project IP (and other research results) is to be owned on creation by (select one)**

- ☐ **A - the Sponsor**
- ☐ **B - the Research Organisation, or**
- ☐ **C - both parties jointly as 'tenants in common' in the following proportions (e.g. 50% each) – if chosen see clause 9 of Project Details in the IP Toolkit Model Contract**
- ☐ **D - other (describe)**

**Registration and payment for Project IP (select one)**

- ☐ **A - The owning party decides whether to apply for registered IP at their own expense after consulting other party(s)**
- ☐ **B - Other mechanism to decide whether to apply for registered IP and all IP payments from collaboration output which is:**

**Project IP commercialisation rights, conditions and period (select one)**

- ☐ **A - Only the owning party can commercialise Project IP**
- ☐ **B - The owning party has the first right to commercialise Project IP for an agreed number of years from end of the term, then the other party may request a licence on reasonable terms**
- Number of years from end of the term**
- ☐ **C - Either party may commercialise the Project IP subject to a right of refusal of commercialisation for an agreed number of days (after which the other party may instigate commercialisation)**
- Number of days**
- ☐ **D - Only through an agreed commercialisation agreement/strategy (risks having no agreement) where a party can only commercialise as agreed in writing**
- ☐ **E - (generally only for joint IP) Either party may commercialise the IP as agreed (e.g. 50% each of net income after costs)**

Conditions of above are: (e.g. notify other party, prior written consent, as agreed, for fee or fee on reasonable commercial terms)

**Publication of the following material is permitted by the Research Organisation (select one)**

- ☐ **A - All Project research outcomes and deliverables except those relating to Patent or Design applications planned or in progress**
- ☐ **B - Listed Project research outcomes or deliverables**
- ☐ **C - All material comprising Project IP owned by the Research Organisation (on completion of Project)**
- ☐ **D - Other (describe)**

## Publication is subject to the following conditions

<input type="checkbox"/>	<b>A - Nil</b>	
<input type="checkbox"/>	<b>B - Only after a set period after the Project term</b> (e.g. 18 months, a typical Patent publication timeline which is also suitable for designs)	
<input type="checkbox"/>	<b>C - With prior written consent of the Sponsor on a case-by-case basis</b> (e.g. notify Sponsor of all proposed publications at least 10 working days before they are submitted)	
<input type="checkbox"/>	<b>D - Only after the application for registration of the Project IP</b>	
<input type="checkbox"/>	<b>E - In a particular journal</b>	
<input type="checkbox"/>	<b>F - Other conditions of publication (e.g. a party may publish after a specified period from notifying other party(s))</b>	

## Other contract provisions

**Special conditions (e.g. Research Organisation moral rights obligations; Work Health and Safety requirements; Access to facilities; Easy Access IP communications)**

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## Post project needs and obligations

**What activities/obligations are to continue after the collaboration (notwithstanding the survival of rights in IP)**  
(Examples below)

<b>Confidentiality obligations</b>	
<b>Ability to provide improvements</b>	
<b>Further research</b>	
<b>Ability to use the research for teaching</b>	
<b>Reasonable requests for data</b>	
<b>Other</b>	

List Attachments that form part of this Term Sheet (affix or upload)

1.
2.
3.

**Reset form**

**Print form**