



ARMS template Multi-Institutional Agreement (MIA)

ARC Linkage Infrastructure, Equipment and Facilities (LIEF) projects commencing in 2019

Resource Guide

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Introduction

The post-award establishment of Commonwealth-funded research project and research infrastructure grants, such as those offered by the Australian Research Council (ARC) and National Health and Medical Research Council (NHMRC), typically includes the need for written agreements between all organisations named on the proposal before expenditure of the awarded funds can commence.

The ARC's Linkage Infrastructure, Equipment and Facilities (LIEF) scheme is one such example, and the development of a LIEF Multi-Institutional Agreement (MIA) template able to be used by universities Australia-wide is intended to benefit the sector by enabling a more streamlined post-award grant establishment process and advancing commencement of projects more rapidly.

As a resource, this MIA template is intended primarily for routine LIEF grant establishments, while also providing a standardised base from which to develop agreements appropriate to more complicated LIEF collaborations.

Adoption of the template across the sector is encouraged, with the reminder that, as a template resource, the MIA must always be assessed for appropriateness of use for each individual LIEF project.

Additional bespoke clauses or terms and conditions may need to be included where a LIEF project runs for more than one year, includes industry partners or other organisations as participants, and so on. Some examples of how the template may be modified for non-routine circumstances are included in this Resource Guide.

Intention and Use – 2019 Template MIA

The ARMS template MIA for ARC LIEF projects is intended to enable compliance with the ARC Funding Agreement for LIEF projects commencing in 2019, and is not intended to be used for LIEF projects commencing in any other funding year, or for projects outside of the ARC LIEF scheme.

Where changes are made to the terms and conditions of the template, the Administering Organisation of the LIEF project in question must ensure compliance with the relevant ARC Funding Agreement is maintained.

2018 MIA Initiative – ARMS Directors' SIG

The ARMS Directors SIG led the 2017 pilot and endorsed the 2018 approach, which involved a Working Group of 16 Australian universities (approximately 40% of the sector). These 16 members, each represented by a Director, Deputy Director or senior colleague in research administration and working in close consultation with university legal colleagues, included 13 Australian institutions with the highest volume of LIEF awards over the past five years, and an additional three universities selected to maximise sectoral diversity in the Working Group composition.

Following the success of the 2017 MIA pilot for LIEF, the national 2018 exercise was able to be continued for LIEF, and also rolled out for the ARC Discovery Projects MIA.

The Working Group participants, who represented the sector for 2018, were:

Australian National University	Flinders University	University of Melbourne	University of Sydney
Curtin University of Technology	Monash University	University of NSW	University of Tasmania
Deakin University	Swinburne University of Technology	University of Queensland	University of Western Australia
Queensland University of Technology	University of Adelaide	University of South Australia	University of Wollongong

The University of Queensland (UQ) and the University of South Australia were co-chairs of the 2018 LIEF Working Group, represented by Nicole Thompson, Director of UQ’s Office of Sponsored Research and Dr Ross McLennan, Director of the University of South Australia’s Research and Innovation Services.

A draft of the MIA template for ARC LIEF 2018 projects was provided to the Working Group for review and comment, and Working Group feedback then analysed and responded to by the Chair and Deputy Chair members, including their Directors of research offices, Legal Counsels/Contract experts to generate the pre-launch version of the MIA template. Launch of the MIA occurs via ARMS and the template is then championed by Working Group members across the participating States and Territories.

The ARMS MIA not only advances post-award establishment for the benefit of universities and researchers nationally and also offers greater certainty surrounding MIA template availability, how the MIA template has been developed.

Using the Template

As mentioned above, the template is intended to support establishment of routine ARC LIEF projects, but has the facility to be modified with relative ease in circumstances where a particular project requires it.

- In all cases, the Administering Organisation of the LIEF project should ensure the terms and conditions of the MIA issued to all parties for signature is appropriate for the project in question (that is, ‘fit for purpose’).
- Where the MIA template is issued with changes to the standard terms and conditions, the Administering Organisation should consider highlighting these changes to their collaborating parties to facilitate their review of the agreement. Likewise, where an organisation receives a draft MIA for review, they should consider using a document comparison feature in MS Word, Adobe PDF or similar with the standard MIA template so that any changes may be identified and discussed.

To assist the sector in making the best use of the template, this Guide includes additional tips, suggestions and examples below, some of which may also assist collaborators in understanding how the template MIA works (particularly participating organisations who may be unfamiliar with the structure of MIA, the layout of the funding table in Schedule 2, and so on).

Known Limitations

As the template is intended to facilitate more routine LIEF post-award processes, the standard format assumes **the grant is funded for one year only**, as described in the approved proposal (including management processes for the project) and that all collaborating organisations are accepting of the broad, collaborative-research framework terms and conditions included therein.

In circumstances where there is a need to modify the MIA template to allow for multi-year funding, post-award variations or special conditions, more detailed management issues, or inclusion of private sector/industry partners, **this Guide includes suggestions and examples that users may find helpful.**

Another known limitation relates to **the understanding of the commencement and completion dates for the LIEF-funded project**, and the MIA itself. Definitions are included in the MIA, and comply with the definitions as provided by the ARC in the relevant Funding Agreement, which have a broader remit than LIEF projects alone. For the purposes of an MIA, all participants should understand the expectations of the ARC with regard to when LIEF expenditure may commence, when funds should be spent in full, and when a project is deemed by the ARC to be 'active'. A project end date as stated in the ARC's online system, RMS, is the overruling end date for the LIEF grant. This date should be considered in light of a change to final reporting dates that in turn affect the limits associated with grants held by an investigator.

Tips and Suggestions

The following tips and suggestions may be helpful in using the MIA template and in tailoring the MIA template for certain projects.

Completing Schedule 1

The intention of the Schedule is to provide all parties to the MIA with appropriate contact details when issuing invoices for payment or requesting financial acquittals. In compliance with the ARC's requirements for all cash contributions to be paid to and administered by the Administering Organisation on a LIEF project, the Administering Organisation needs to be provided with accurate contact details on where invoices should be directed, and who to contact when requesting a financial acquittal for any ARC funds disbursed to a Collaborating Organisation. Likewise, where a Collaborating Organisation will receive a disbursement of ARC and/or non-ARC funds, the correct contact details at the Administering Organisation for receipt and payment of an invoice should be provided. Ensuring these details are correct will avoid occurrences of invoices or requests for payment/acquittals being sent, for example, to signatories of the MIA.

Completing Schedule 2

Three examples of routine LIEF projects and how the funding arrangements for these projects are detailed in Schedule 2 are provided in Appendix A. Where these examples fail to illustrate the particular needs of a LIEF project, the addition of notes or extra tables in Schedule 2 is recommended rather than attempting to modify or replace the table.

As per Clause 11.6 of the Funding Agreement "unless otherwise approved by the ARC, the Administering Organisation must ensure that each Participating Organisation provides contributions as set out in the Proposal. However, if the Funding for a Project is less than the amount requested in the Proposal for that Project, the Participating Organisation contribution may be reduced by the same proportion. The minimum requirements for the eligible Participating Organisation contribution as set out in this Agreement and the Funding Rules continue to apply".

Where the amount of Non ARC Cash being contributed by a Collaborating Organisation is the same as the amount being distributed to that Collaborating Organisation by the Administering Organisation the funds will need to be invoiced and paid as contributions and distributions, unless retaining the non ARC cash contribution has clearly been articulated in the Proposal or approved post award by the ARC at the request of the Administering Organisation

Modifying Schedule 2 for Multi-year Projects

Rather than modify the table shown in Schedule 2, which provides information on the overall funding of a LIEF project, how contributions and disbursements are made, and where assets will be located, projects funded across more than one year may benefit from the inclusion of a second table with a detailing invoicing schedule. This table would show how contributions and disbursements will be made each year of the multi-year project, offering clarity to all parties and, in particular, their research grant administrators and accounting personnel. An example table is provided in Appendix B.

Completing Schedule 3

Schedule 3 may be used as is, with 'Not applicable' shown in the 'Additional Details' section when the Proposal (the approved application) includes sufficient detail on how the LIEF project will be managed.

Modifying Schedule 3 for Special Conditions, Management Protocols

Where the approved application may lack sufficient detail regarding the necessary management protocols for the facility/equipment funded by the LIEF, or where Special Conditions or post-award variations need to be detailed, Schedule 3 of the MIA can be modified using the 'Additional Details' section. One example, provided at Appendix C, may be appropriate in circumstances where more detailed management committee arrangements need to be articulated, particularly where it was not possible to include this level of detail in the submitted application.

Completing Schedule 4

Within the ARC's online system, RMS, details of the Funding Offer made by the ARC are shown in the 'Funding' tab of the 'Pre Award Details' section of a funded project's record. This page is only accessible to the Administering Organisation on the project, but it is appropriate to include a screenshot copy in the MIA so that all parties have clarity on the funding awarded and whether any special conditions apply.

Additional Template Text: Students

Should an Administering Organisation need to add an additional clause regarding participation of students, possible clause templates are included below. There would also need to be appropriate adjustment of the Definitions section of the MIA to incorporate 'Student means a student of any of the parties to participate in the Project' (the same definition used in the ARMS ARC DP MIA):

- Each party acknowledges and agrees that each Student will require the results of the Project, in whole or in part, to be included and published as part of his/her Thesis and the right of each Student to have his/her Thesis assessed and lodged will not be unreasonably inhibited.
- The Parties agree that each Student retains ownership of the copyright in his/her Thesis.
- In respect of each Thesis, each Party, as applicable (Student's Institution), will provide a copy of the then-current draft of the Thesis to each other Party no less than 60 days prior to submission of the thesis. Upon reasonable request from a party no less than 30 days prior to submission of the Thesis, the Student's Institution will arrange for the Thesis to be:
 - Examined in confidence; and
 - if required by a Party, embargoes from publication for a period of no more than 12 months from submission of the Thesis.
- The Student's Institution will inform all other Parties promptly on receipt of such a request.
- The Student's Institution will ensure that the Student provides all the Parties and the ARC a non-exclusive, perpetual, irrevocable, royalty free licence to use the copyright in their Thesis for each Party's internal purposes.

APPENDIX A – Examples of completing Schedule 2 of the MIA

Scenario A – one item of equipment being purchased using all available ARC and non-ARC funds. In this scenario, the ARC awarded the project \$450,000, University A (the Administering Organisation) is contributing \$280,000, University B is contributing \$200,000 and University C is contributing \$50,000. All funds will be pooled for the purchase (i.e. no disbursements will be made), with the equipment to be located at University A, as specified in the submitted application. The in-kind column has been left blank for simplicity in these examples.

Schedule 2 (Clause 4) Table detailing contributions by all Parties, Ownership and Location of Research Infrastructure

		DETAILS OF NON-ARC FUNDING DISTRIBUTION						
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Organisation Name	ARC funding to be distributed:	Total Non-ARC Cash contributed by each Org	Non-ARC Cash paid to Admin Org by Participating Org	Non ARC-cash distributed to Participating Org	Final distribution of non-ARC cash	Named organisation In-Kind Contribution	Equipment to be owned and located at named organisation (list items below)	Capital cost of equipment (=ARC funding to org (B) plus non-ARC funds retained (F))
University A	\$450,000	\$280,000			\$530,000		As per application.	\$980,000
University B	\$0	\$200,000	\$200,000	\$0	\$0			\$0
University C	\$0	\$50,000	\$50,000	\$0	\$0			\$0
Totals	\$450,000	\$530,000	\$250,000	\$0	\$530,000			\$980,000

Additional notes: the total of **Column I** must equal the total of Columns B and F. The total of **Column F** (final distribution of non-ARC cash across the Parties) must equal the total of Column C (all non-ARC cash). If a Collaborating Organisation determines that it needs to retain its own funds to enable purchase of approved equipment located at their node, ARC approval will need to be sought for the funds retention. This could be undertaken pre- or post- sign-off of the MIA, by the Administering Organisation. Non ARC cash should not be distributed directly between Collaborating Organisations.

Scenario B – using the same amounts of ARC funding and participant organisation contributions, but in a situation where the Administering Organisation will use some of the funds to purchase items that will be housed at two sites (Uni A and Uni B), and a small disbursement to Uni B will be made for installation and commissioning costs, while Uni C will retain their cash contribution amount for direct expenditure on costs involved in upgrading an item of equipment they host, while also receiving a disbursement of ARC funds (all with ARC approval for arrangements made not explicitly detailed in the submitted application).

Schedule 2 (Clause 4) Table detailing contributions by all Parties, Ownership and Location of Research Infrastructure

		DETAILS OF NON-ARC FUNDING DISTRIBUTION						
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Organisation Name	ARC funding to be distributed:	Total Non-ARC Cash contributed by each Org	Non-ARC Cash paid to Admin Org by Participating Org	Non ARC-cash distributed to Participating Org	Final distribution of non-ARC cash	Named organisation In-Kind Contribution	Equipment to be owned and located at named organisation (list items below)	Capital cost of equipment (=ARC funding to org (B) plus non-ARC funds retained (F))
University A	\$440,000	\$280,000			\$470,000		Item 1 (as per application)	\$910,000
University B	\$0	\$200,000	\$200,000	\$10,000	\$10,000		Item 2 (as per ARC approval dated X, to be purchased by UniA and transferred to UniB) Installation and commissioning costs (\$10K)	\$10,000
University C	\$10,000	\$50,000	\$0	\$0	\$50,000		Server upgrade costs (as per application)	\$60,000
Totals	\$450,000	\$530,000	\$200,000	\$10,000	\$530,000			\$980,000

Additional notes: the total of Column I must equal the total of Columns B and F. The total of Column F (final distribution of non-ARC cash across the Parties) must equal the total of Column C (all non-ARC cash). If a Collaborating Organisation determines that it needs to retain its own funds to enable purchase of approved equipment located at their node, ARC approval will need to be sought for the funds retention. This could be undertaken pre- pre- or post- sign-off of the MIA by the Administering Organisation. Non ARC cash should not be distributed directly between Collaborating Organisations.

Scenario B1: Another example for Scenario B – using the same amounts of ARC funding and participant organisation contributions, but in a situation where the Administering Organisation will purchase items costing \$435,000, Uni B will purchase an item costing \$320,000 and Uni C will purchase an item costing \$225,000. All non-ARC contributions will be paid to the Administering Organisation then ARC/non-ARC funds will be disbursed according to the project’s needs (with each organisation able to see the amount of ARC funding they will receive).

Schedule 2 (Clause 4) Table detailing contributions by all Parties, Ownership and Location of Research Infrastructure

		DETAILS OF NON-ARC FUNDING DISTRIBUTION						
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Organisation Name	ARC funding to be distributed:	Total Non-ARC Cash contributed by each Org	Non-ARC Cash paid to Admin Org by Participating Org	Non ARC-cash distributed to Participating Org	Final distribution of non-ARC cash	Named organisation In-Kind Contribution	Equipment to be owned and located at named organisation (list items below)	Capital cost of equipment (=ARC funding to org (B) plus non-ARC funds retained (F))
University A	\$200,000	\$280,000			\$235,000		Item 1 (as per application)	\$435,000
University B	\$75,000	\$200,000	\$200,000	\$245,000	\$245,000		Item 2 (as per application)	\$320,000
University C	\$175,000	\$50,000	\$50,000	\$50,000	\$50,000		Item 3 (as per application)	\$225,000
Totals	\$450,000	\$530,000	\$250,000	\$295,000	\$530,000			\$980,000

Additional notes: the total of Column I must equal the total of Columns B and F. The total of Column F (final distribution of non-ARC cash across the Parties) must equal the total of Column C (all non-ARC cash). If a Collaborating Organisation determines that it needs to retain its own funds to enable purchase of approved equipment located at their node, ARC approval will need to be sought for the funds retention. This could be undertaken pre- pre- or post- sign-off of the MIA by the Administering Organisation. Non ARC cash should not be distributed directly between Collaborating Organisations.

APPENDIX B – Multi-year LIEF Grants – Additional Table for Schedule 2

Invoicing Schedule - Contributions

The Administering Organisation, *<insert organisation name>*, will invoice each collaborating organisation on *<day and month>* of each year, as tabled below. Please note: all figures shown are in AUD, and excluding GST.

Organisation	Year 1	Year 2	Year 3	Year 4	Year 5
<i><Enter Name></i>	\$x	\$x	\$x	\$x	\$x

Add extra rows as needed.

Invoicing Schedule - Disbursements

Disbursements will be paid by the Administering Organisation, *<insert organisation name>*, to each collaborating organisation named in the table below, on receipt of a valid tax invoice to be issued on or after *<day and month>* of each year. Please note: all figures shown are in AUD, and excluding GST.

Organisation	Year 1	Year 2	Year 3	Year 4	Year 5
<i><Enter Name></i>	\$x	\$x	\$x	\$x	\$x

Add extra rows as needed.

APPENDIX C – Additional management committee text for Schedule 3

The following wording may be useful for potential inclusion in Schedule 3 (under ‘ADDITIONAL DETAILS’), where a funded LIEF grant does not already have a governance model described in the Proposal.

MANAGEMENT COMMITTEE

Composition

The parties agree that the performance of the Project will be supervised by the Management Committee comprising the first Chief Investigator as chairperson and one representative nominated by each party or as replaced from time to time by agreement by that party (subject to the consent of the majority of other parties, such consent not be unreasonably withheld) (“Committee Members”).

Alternates

A Committee Member may by notice in writing to the chairperson nominate an alternative person to attend and vote at a Management Committee meeting in the event that the member is unable to attend the relevant meeting.

Responsibilities

The Management Committee will be responsible for:

- (a) reviewing and directing the performance of the Project;
- (b) reviewing the Reports provided to the ARC; and
- (c) doing such other things as are necessary or reasonably convenient to manage the activities undertaken by the parties pursuant to this agreement.

Scope of powers

The Management Committee will take into account the relevant policies of each of the parties when considering any matter and will not ask any party to act outside the scope of its policies. The Management Committee will not have the power to vary this agreement and all such variations must comply with clause 10.2 (Disputes).

Meeting procedure

The Management Committee will meet within a reasonable time period after any of the Committee Members reasonably requests it to do so. Management Committee meetings may be held by telephone, video conferencing or other electronic means. Unless provided for expressly under this agreement, the procedure for conducting meetings of the Management Committee will be determined by the Management Committee.

Voting

All approvals, decisions and determinations given or made by the Management Committee must be agreed by the majority of Committee Members including the chairperson. If agreement cannot be reached on the matter, the status quo remains and if required, a party or parties can invoke the dispute resolution process in 10.2 (Disputes).

Quorum

A quorum at a meeting of the Management Committee will be all Committee Members.