

# *Gasfields Commission and Other Legislation Amendment Bill 2017*

**- Submission by Griffith University -**

Attention:

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Committee Secretary  
Infrastructure, Planning and Natural Resources Committee  
Parliament House  
George Street  
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WHERE REMARKABLE BEGINS

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## Contact

We kindly ask the Department to contact the Senior Deputy Vice Chancellor of Griffith University, Professor Ned Pankhurst, for any questions relating to Griffith University's submission.

Prof Ned Pankhurst  
Senior Deputy Vice Chancellor

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# Introduction

Griffith University welcomes the proposed amendments to the Biodiscovery Act 2004.

The University highly appreciates the Queensland Government's response to the feedback provided by stakeholders during the 2015 Independent Statutory Review of the Biodiscovery Act 2004 and the ongoing consultation through the negotiation of benefit sharing agreements with biodiscovery entities, including Griffith University.

Griffith University – through its Griffith Institute for Drug Discovery (formerly “Eskitis Institute”)– is a worldwide recognised leader in biodiscovery and commercialisation of natural compounds. Griffith University is strongly committed to the spirit and application of the *Convention on Biological Diversity* and the *Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization*, and proud to be recognised as one of the world leaders in the ethical commercialisation of biodiversity.

Griffith University welcomes the proposed amendments to the Biodiscovery Act 2004 under the Gasfields Commission and Other Legislation Amendment Bill 2017. By permitting a biodiscovery entity (e.g. Griffith University) to enter into subsequent use agreements with downstream subsequent users (e.g. a biotech or pharma company), the legislation now facilitates the development of pharmaceuticals, agrochemicals, nutraceuticals or cosmeceuticals, enabling the formation of biodiscovery commercial chains.

Griffith University, through its Nature bank resource, is committed to bring natural products from Queensland biota to the market, for the benefit of patients and other end-users, the Queensland biotech and pharma industry and the State Government.

Prof Ned Pankhurst  
Senior Deputy Vice Chancellor  
Griffith University

## Prescribed Minimum Terms

The proposed legislation introduces a number of concepts proposed by Griffith University in our June 2015 submission to the 2015 Review of the Biodiscovery Act 2004 (Qld). This includes the requirement for Prescribed Minimum Terms' in subsequent user agreements to ensure compliance with the Act.

Griffith University recommends to include within the Biodiscovery Act 2004 (Qld) a set of Prescribed Minimum Terms, to ensure that all biodiscovery entities will have similar obligations. The University proposes the following terms:

1. Each subsequent use agreement must incorporate these Prescribed Minimum Terms.
2. Each subsequent user must acknowledge the rights of the State of Queensland in relation to the native biological material and commit to the spirit and application of the Convention on Biological Diversity and the Nagoya Protocol;
3. Each subsequent user must keep and disclose true and accurate accounts and records of Biodiscovery research and commercialisation in relation to the native biological material to enable the Biodiscovery Entity to comply with the Act, including any reporting requirements, and to verify the payment of amounts of money to the State of Queensland;
4. Each subsequent user must destroy or return, at the Biodiscovery Entity's option, any unused native biological material upon termination or expiration of any subsequent use agreement;
5. Upon termination of a subsequent use agreement, all related further subsequent use agreements terminate;
6. Upon termination of a subsequent use agreement, the subsequent user must cease any biodiscovery research and commercialisation activities in relation to the native biological material;
7. Within the subsequent use agreement, the 'prescribed minimum terms' take precedent over any other terms within the subsequent use agreement to the extent of any inconsistency; and,
8. These prescribed minimum terms survive termination or expiration of any subsequent use agreement.

# Benefit Sharing Agreements and Biodiscovery Plans

Griffith University proposes to introduce standardised template Benefit Sharing Agreements and templates for Biodiscovery Plans.

This will ensure that all biodiscovery entities will have a comparable obligations, terms and conditions, when conducting biodiscovery and engaging with industry partners to commercialise biological materials from Queensland.

The University recommends that the Government consults with stakeholders to shape these documents.

## Further Remarks

Griffith University would suggest that 'benefit sharing' be inserted prior to the word "agreement" in the new s35(2) (first line). This would ensure consistency with s35(1) and there are references to both 'benefit sharing' and 'subsequent use' agreements within s35(2).