

ANNEXURE C - SPECIAL CONDITIONS

1. CRC and the Research Provider agree that the Annexure D – Standard Terms and Conditions are varied as set out below:

a) ...

2. The Parties' notice details are as specified below until such time as a Party notifies the other of a change in details:

a) **CRC**

- (i) Physical Address: Suite 5, 281-285 Ross River Road, Aitkenvale QLD 4814
- (ii) Postal Address: PO Box 3798
Hermit Park QLD 4812
- (iii) Email Address: ceo@crcna.com.au

b) **Research Provider**

- (i) Physical Address:
- (ii) Postal Address:
- (iii) Email Address:

3. To the extent that the Parties have not completed items in this Agreement, unless otherwise stated in the Schedule or Annexure, those items will be taken to be "not applicable" for the purpose of this Agreement.
4. If there is any inconsistency between any of the documents forming part of this Agreement, those documents will be interpreted in the following order of priority to the extent of any inconsistency:
 - a) Special Conditions;
 - b) Terms of the Agreement;
 - c) the Annexures (excluding the Special Conditions);
 - d) any attachments to the Annexures;
 - e) CRCNA Project Resources;
 - f) the CRCNA's Commonwealth Agreement and
 - g) other documents not listed above incorporated by reference to this Agreement.
5. CRC and the Research Provider agree that:

- a) it is an essential term of this Agreement that the Research Provider delivers those deliverables and completes those milestones that the Research Provider is named in this Agreement to deliver or complete within the timeframe(s) set out in Annexure B;
- b) should the Research Provider not deliver a deliverable or not complete a milestone that the Research Provider is named in this Agreement to deliver or complete within the timeframe(s) set out in Annexure B ("the Missed Deadline"), CRC may in its reasonable discretion suspend all further payments payable to the Research Provider under this Agreement due on or from the date of the Missed Deadline until the Research Provider has completed all deliverables and milestones where there has been a Missed Deadline; and
- c) CRC's rights under Special Condition 5(b) are in addition to CRC's other rights and powers under this Agreement should the Research Provider default in performing any of its obligations under this Agreement.

This Special Condition only applies if the Agreement governs multiple Projects or Milestones or if a variation to the Agreement results in the Agreement governing multiple Projects or Milestones.

6. Where the Research Provider is not listed as the primary milestone achiever for a particular milestone or deliverable listed in the Agreement, the Research Provider must use reasonable endeavors to assist all other research providers listed in the Agreement to achieve their respective milestones or deliverables.

This Special Condition only applies if the Agreement involves multiple Milestone achievers or if a variation to the Agreement results in the Agreement involving multiple Milestone achievers.