**Schedule 4**

**Special Conditions**

**For use with Medicines Australia CRG CTRA
CRG/Sponsor:
Version: December 2021**

**For use when trial receives funds from the NHMRC.**

For the duration of the Funding Period, the Institution agrees to use its best endeavours not to do anything that causes the CRG to breach its obligations under the Funding Agreement with the Commonwealth of Australia as represented by the NHMRC: <https://www.nhmrc.gov.au/funding/manage-your-funding/funding-agreement> (**Funding Agreement**) which the CRG entered into for the Study, in so far as those obligations apply to the Institution.

All capitalised words and phrases used in this Schedule 4, if not defined in this Agreement, have the same meanings as set out in the Funding Agreement. For clarity, all references to the “Administering Institution” in the Funding Agreement are references to the “CRG” in this Agreement, and all references to the “Participating Institution” in the Funding Agreement are references to the “Institution” in this Agreement.

In particular, the Institution agrees:

a) to notify the CRG of any allegations of Misconduct, or breaches or potential breaches of the Australian Code for the Responsible Conduct of Research (2018), or Conflict of Interest, involving any of its Personnel during the course of the Study, and cooperate with the CRG in the management of those breaches or potential breaches and comply with any steps reasonably required by the NHMRC to resolve or otherwise deal with the Conflict of Interest;

b) to inform each of its Specified Personnel prior to his/her involvement in the Study that their Personal Information may be disclosed to the CRG and the NHMRC under clause 16 of the Funding Agreement;

c) if required by the NHMRC, to repay to the CRG any Funds provided by the CRG to the Institution for the Study that the Institution has not spent or legally committed for the Study in accordance with this Agreement;

d) where the NHMRC terminates or reduces the scope of the Funding Agreement, any early termination fees set out in Schedule 2 of this Agreement will not exceed the amounts paid to the CRG from the NHMRC under clause 14.3 of the Funding Agreement;

e) to grant the CRG a permanent, irrevocable, free, world-wide, non-exclusive licence (including the right of sub-licence) to use the Incorporated Material they own or have rights to control and license to others to satisfy clause 12.5 of the Funding Agreement;

f) to arrange for each of the Institution’s Personnel that may have Moral Rights in any Research Material or Incorporated Material to provide the consent required by the NHMRC in relation to those authors’ Moral Rights in accordance with clauses 12.6, 12.7 and 12.8 of the Funding Agreement;

g) provide information that the CRG is required to provide in compiling the Reports required under clause 9 of the Funding Agreement in relation to the Study;

h) to provide the Commonwealth access specified in clause 4.7 of this Agreement to comply with clauses 5.5 (h) and 11 of the Funding Agreement; and

i) to use the NHMRC logo and acknowledge the Funding consistently with the requirement of clause 20 of the Funding Agreement.