Panel Head Agreement

A Deed

Between

the Commonwealth of Australia as represented by the Department of Health and Aged Care

And

{. . .}

for the National Vaccine Administration Partners Program Panel

Contents

Parties

The **COMMONWEALTH OF AUSTRALIA** as represented by the Department of Health and Aged Care ABN 83 605 426 759 (**Health**);

and

{. . .} ABN {. . .} of {. . .} (**IProvider**).

Recitals

A Health has established a Panel:

a. for the provision of administration of vaccine services by IProviders to the Australian Government and participating State and Territory government agencies; and

b. for the provision of Vaccines to IProviders to enable the IProvider to provide administration of vaccine services to non-government entities.

B Where the IProvider enters into this deed in respect of Model A, as defined in this Deed, the IProvider has represented to the Commonwealth in respect of this Head Agreement that it has the ability to provide the Services to Agencies.

C Where the IProvider enters into this deed in respect of Model B, as defined in this Deed, the IProvider has represented to the Commonwealth in respect of this Head Agreement that it will comply with the requirements of this Deed in connection with the provision of the Vaccines to Enterprise.

D The IProvider acknowledges and agrees that Health will administer this Head Agreement and the Panel for the benefit of all Agencies.

E An Agency may acquire Services from the IProvider by issuing the IProvider with an Agency Order for Services.

F An IProvider may acquire Vaccines from Health to provide administration of vaccine services to an Enterprise by issuing Health with an Enterprise Order Request that is approved by Health.

Operative Provisions

1 Definitions and interpretation

1.1 Definitions

In this Head Agreement and any Agency Order, except where the contrary intention is expressed, the following definitions are used:

ABN	the Australian Business Number issued by the Australian Taxation Office.
Accounting Standards	the standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the *Australian Securities and Investments Commission Act 2001* (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia.
Additional Requirements	requirements or terms and conditions specified in an Order, such as extra security or insurance, which are additional to the obligations of the IProvider under this Head Agreement, but cannot include a requirement that an IProvider acquire Vaccines for an Other Agency from Health.
Administration of Vaccine Services	means the Services relating to the administration of the Vaccine or Other Vaccine (as the case requires) to the Australian population as set out in Schedule 2 (Services) to be provided by the IProvider, in support of the Vaccination Policy, the Vaccine Rollout Implementation Plan, the National COVID-19 Health Management Plan for 2023, and any other policies or plans as notified by Health.
Agency	(a) the following entities, organisations or persons authorised by Health to obtain Services from the IProvider under this Head Agreement: (i) a Non-corporate Commonwealth Entity; (ii) a corporate Commonwealth entity as defined by the PGPA Act; (iii) a Commonwealth company as defined by the PGPA Act; (iv) State or Territory Agency; and (b) any other government entities authorised by Health and advised in writing to the IProvider from time to time. To avoid doubt, a reference to an Agency does not include Health unless Health issues an Order to the IProvider, in which case Health will be the Agency for the purpose for that Order.
Agency IProvider	an IProvider that has been appointed to the Panel and approved by Health to supply Administration of Vaccine Services to Agencies, as specified in Schedule 1 (Head Agreement Details).
Agency Material	any Material provided by an Agency to the IProvider for the purposes of an RFQ or an Agency Order, or derived at any time from that Material.
Agency Order	the contract that is formed between IProvider and an Agency for the provision of Administration of Vaccine Services by IProvider to the Agency pursuant to clause 10.3(d).
Agency Order Commencement Date	the date an Agency Order is formed pursuant to clause 10.3(d) or such later date as may be set out in the Order.

Agency Representative	the person nominated by an Agency to represent the Agency as identified in an Order.
Approved Subcontractors	those subcontractors who have been approved by Health to deliver Services in accordance with clause 6.2 of this Head Agreement.
Associated Output	the delivery of services that are (in the view of the Agency) consequential to and/or necessary for facilitating the Administration of Vaccine Services required by an Agency in an Agency Order, and where these services are described in an Agency Order.
Australian Standard	a standard published by Standards Australia Limited at the relevant Agency Order Commencement Date or Enterprise Order Commencement Date (as the case requires).
Best Industry Practice	the most up-to-date Australian practices as would be used by leading, highly skilled and experienced suppliers of services similar to the Administration of Vaccine Services.
Business Day	a day not being a Saturday, Sunday or a public holiday in the location where the Services are being provided, or if no such location is specified, in Canberra.
Commonwealth	the Commonwealth of Australia.
Commonwealth Agency	(a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth legislation, or an instrument made under that legislation; (b) a body established by the Governor-General or by a Minister of a State of the Commonwealth of Australia, including departments; or (c) an incorporated company over which the Commonwealth of Australia exercises control.
Commonwealth COVID-19 Vaccination Training Program	the Training program published by Health, as amended from time to time, available at https://www.health.gov.au/covid-19-vaccination-training-program.
Confidential Information	information that is protected by privacy, secrecy and non-disclosure provisions or by its nature confidential, and (a) in the case of Health or an Agency is: (i) (unless specified otherwise in an Order) Contract Material, not including Existing Material; (ii) Health Material; or (iii) Agency Material; (iv) as between Health, the Agency and the IProvider, any Personal Information accessed by or provided to an IProvider in connection with an Order, including Personal Information of recipients of Vaccines or Other Vaccines; and (b) in the case of the IProvider is listed at Schedule 9 (IProvider's Confidential Information) and/or described in an Order or an Enterprise Order, but does not include information which is or becomes public knowledge other than by a breach of this Head Agreement, or any Agency Order, or law.

Conflict of Interest	any matter, circumstance, interest, or activity affecting the IProvider, its Personnel or Subcontractors which may or may appear to impair the ability of the IProvider to provide the Services to an Agency fairly and independently.
Contract Details	Schedule 1 to this Head Agreement.
Contract Material	any Material: (a) created by the IProvider for the purposes of this Head Agreement or an Agency Order; (b) provided or required to be provided to the Agency as part of the Ordered Services; or (c) derived at any time from the Material referred to in (a) and/or (b) above.
Corporations Act	the *Corporations Act 2001* (Cth).
COVID-19 Vaccine Rollout	Health's program to support access to, and delivery of, safe and effective COVID-19 vaccines and treatments for all Australians, as soon as they are available.
Data Breach Response Plan	a data breach response plan that sets out how the IProvider will deal with a data breach in so far as it relates to this Head Agreement or any Agency Order (including any Ordered Services provided under an Agency Order).
Deed of Variation	a deed of variation in the form set out in Schedule 10 (Deed of Variation).
Delivery Model	the delivery model used for the administration of vaccine services, as specified in an Order
Emergency	(a) the current COVID-19 pandemic (until such time as Health notifies the IProvider that the pandemic has ceased); or (b) any other events of national significance (including natural or deliberate events) not limited by any geographic or other parameters which require a public health response.
Enterprise	an entity that: (a) is not an Agency; and (b) has entered into an Enterprise Order for the supply of administration of vaccine services with an IProvider that is binding (subject only to Health's approval, and the supply of Vaccines by Health, as contemplated in clause 15).
Enterprise IProvider	an IProvider that has been appointed to the Panel and approved by Health to issue an Enterprise Order, as specified in Schedule 1 (Head Agreement Details).
Enterprise Order	an order for the supply by Health of Vaccines to IProvider that forms part of this Head Agreement between Health and IProvider when Health approves an Enterprise Order Request in accordance with clause 15(b)(iii).
Enterprise Order Commencement Date	the date an Enterprise Order becomes binding pursuant to clause 15(b)(iii).
Enterprise Order Request	a request for an order in the form of Schedule 11 (Enterprise Order Request), or in another form issued by Health, submitted by the IProvider to Health for the supply of Vaccines only to fulfill an order for administration of

	vaccine services between the IProvider and its Enterprise customer as described in clause 15.
Existing Material	(a) any pre-existing Material including, unless otherwise specified in an Agency Order, any improvements, modifications or enhancements to such pre-existing Material in performing the Services; and (b) any other Material, created independently of an Order after the Agency Order Commencement Date, which is made available to the Agency by the IProvider for the purpose of an Agency Order, on or following the Agency Order Commencement Date, including the IProvider's tools, methodologies and object libraries and any improvements, enhancements, alterations and modifications to such Material.
GST	has the meaning it has in the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth).
Harmful Code	any virus, disabling or malicious device or code, worm, trojan, time bomb or other harmful or destructive code.
Head Agreement	clauses 1 to 39 of this head agreement between Health and the IProvider, and includes the Schedules (and any Attachments to the Schedules) as the context requires.
Head Agreement Commencement Date	the date this Head Agreement is signed by Health.
Head Agreement Period	the period referred to in clause 4.3 and any extension periods.
Health	Australian Government Department of Health and Aged Care.
Health Material	any Material provided by Health to the IProvider for the purposes of this Head Agreement, or derived at any time from that Material.
Health Senior Executive	the position identified in Item 3 of Schedule 1 (Head Agreement Details), or as otherwise advised by Health from time to time.
Implementation Plan	the plan that is prepared, maintained and implemented by the IProvider that specifies how the IProvider will ensure that it: (a) achieves the KPIs; (b) effectively manages risks that relate to the Administration of Vaccine Services; and (c) performs the Services in accordance with this Head Agreement, including the requirements in Schedule 2 (Services).
Indigenous Enterprises	as defined in the Indigenous Procurement Policy.
Indigenous Procurement Policy	the policy of that name, as amended from time to time, available at https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp
Infrastructure Payment	means the contribution towards the third-party costs of goods and services required by the IProvider to set itself up to deliver the Services described in clause 4 of Schedule 4 (Pricing).

Intellectual Property	(a) all rights in respect of intellectual property, whether or not such rights are registered or capable of being registered; (b) any application or right to apply for registration of any intellectual property; and (c) all rights of a similar nature to any of the rights referred to in paragraphs (a) and (b) which may subsist in Australia or elsewhere.
Inventory	means the products provided by Health to the IProvider which may include Vaccines and Ancillary Consumables (except where the Ancillary Consumables are supplied by the IProvider in accordance with this Head Agreement or an Order).
IProvider	the immunisation provider that is a party to this Head Agreement.
IProvider Proprietary Information	means: (a) the IProvider's cost models, profit margin information and cost plus information (being the separate disclosure of both direct and indirect costs from the profit margin); and (b) information relating to other customers of the IProvider.
IProvider's Agency Contact	the person identified in Item 6 of Schedule 1 (Head Agreement Details), or as otherwise advised by the IProvider from time to time.
IProvider's Representative	the person identified as holding this role in Item 4 of Schedule 1 (Head Agreement Details), or as otherwise advised by the IProvider from time to time.
IProvider's Senior Executive	the person identified as holding this role in Item 5 of Schedule 1 (Head Agreement Details), or as otherwise advised by the IProvider from time to time.
Key Person or **Key Personnel**	the person or persons named in an Agency Order to provide the Ordered Services to an Agency.
KPIs	the key performance indicators contained in Schedule 7 (Performance Management Framework and KPIs) and in an Order.
Law	any applicable law, without limitation, including common or customary law, equity, judgment, legislation, orders, regulations, statutes, by–laws, ordinances or any other legislative or regulatory measures (including any amendment, modification or re–enactment of them).
Legal Services Direction	means the binding rules issued by the Attorney-General about the performance of Commonwealth legal work which, as at this Head Agreement Commencement Date, are the *Legal Services Directions 2017*.
Location and Sector	the location and sector identified in Item 14 of Schedule 1 (Head Agreement Details).
Logistics Provider	a contractor that has entered into an agreement with Health (or otherwise with the Commonwealth or an Agency) to provide logistics solutions relating to the COVID-19 Vaccine Rollout.
Mandatory Minimum Requirements	as defined in the Indigenous Procurement Policy.
Material	anything in relation to which Intellectual Property rights arise.

Model A	is the use of the Panel for the procurement of Administration of Vaccine Services by Agencies under the framework of this Head Agreement, as described in clause 3.1.
Model B	is the use of the Panel for the acquisition by IProviders of Vaccines under the framework of this Head Agreement to enable the IProvider to provide administration of vaccine services to the Enterprise, as described in clause 3.2.
Moral Rights	the following non-proprietary rights of authors of copyright Material: (a) the right of attribution of authorship; (b) the right of integrity of authorship; and (c) the right not to have authorship falsely attributed.
Non-corporate Commonwealth Entity	a non-corporate Commonwealth entity as defined by the PGPA Act.
Notice of Inclusion	means a notice in the form of Schedule 3 (Notice of Inclusion).
Office of the Gene Technology Regulator	the regulatory body for gene technology in Australia, established under the Gene Technology Act 2000 (Cth).
Offsite Storage Facility	has the meaning it has in Schedule 2 (Services).
Order	(a) in Part B, means an Agency Order; and (b) in Part C, means an Enterprise Order; and (c) in the rest of this Head Agreement means both (a) and (b) unless the context requires otherwise.
Order Term	(a) in respect of an Agency Order, means the period beginning on the Agency Order Commencement Date and ending when the Agency Order is terminated or expires (and if no expiry date is specified in an Order, is the date all the Ordered Services have been provided in accordance with the Agency Order); and (b) in respect of an Enterprise Order, means the period beginning on the Enterprise Order Commencement Date and ending when the Enterprise Order is terminated or expires (and if no expiry date is specified in an Enterprise Order, is the date all the Vaccines have been provided in accordance with the Enterprise Order).
Ordered Services	the services described in an Order to be provided by the IProvider to an Agency, including any Associated Outputs.
Other Agency	(a) a Commonwealth company as defined by the PGPA Act; (b) a State or Territory Agency; or (c) a local government.
Other Contractor	a contractor engaged by Health for the provision of services relating to the Services or the COVID-19 Vaccine Rollout with whom the IProvider may be required by Health to interact and co-operate, as part of providing the Services, including the Data Solution Provider and Logistics Provider. Health may notify the IProvider of the engagement of Other Contractors from time to time.

Other Vaccine	any vaccines that are acquired, or will be acquired, by an IProvider from any source other than Health under this Head Agreement.
Panel	the Whole of Australian Government (WoAG) National Vaccine Administration Partners Program Panel to which the IProvider has been appointed, as updated by Health from time to time.
Panel Manager	the position identified in Item 2 of Schedule 1 (Head Agreement Details), or as otherwise advised by Health from time to time.
Pan-European Public Procurement On-Line Framework	a network for the exchange of electronic business documents relating to e-commerce and e-procurement, primarily between public sector organisations and their suppliers.
Performance Management Framework	the framework described in Schedule 7 (Performance Management Framework and KPIs).
Personal Information	has the meaning it has in the Privacy Act.
Personnel	in relation to: (a) the IProvider, any natural person who is a partner, officer, employee or other personnel (including Key Personnel) of the IProvider or of a Subcontractor (and, in the case of clauses 24, 35.1, and 37 only, or an agent or professional adviser of the IProvider); and (b) Health or an Agency, any natural person, other than a person referred to in paragraph (a), who is an officer, employee, agent or professional advisor or other personnel of Health or an Agency.
PGPA Act	the *Public Governance, Performance and Accountability Act 2013* (Cth).
Pricing Schedule	means Schedule 4 (Pricing) of this Head Agreement.
Privacy Act	the *Privacy Act 1988* (Cth).
Protective Security Policy Framework	the *Protective Security Policy Framework* outlined at www.protectivesecurity.gov.au, including the Australian Government Information Security Manual outlined at https://acsc.gov.au/infosec/ism/index.htm.
Quotation	a submission made by the IProvider in response to an RFQ.
Request for Quotation or **RFQ**	a request by an Agency to the IProvider to provide a Quotation for Services, in the format set out in Schedule 5 (Request for Quotation Template), or similar, or as otherwise agreed with the Agency.
RFQ Closing Date	the date and time specified by an Agency in an RFQ that a Quotation is to be submitted by.
Service Charges	the charges payable to the IProvider and calculated in accordance with, Schedule 4 (Pricing), or as otherwise detailed in an Order.
Service Credits	means the service credits to be applied in accordance with Schedule 7 (Performance Management Framework and KPIs).

Services	(a) for the purposes of this Head Agreement: (i) services provided by IProvider to Health in relation to the administration of this Head Agreement; or (ii) any part of the Administration of Vaccine Services described in Schedule 2 (Services) which the IProvider is approved to provide; (b) for the purposes of an Agency Order, the Services provided, or to be provided, by the IProvider to an Agency; and (c) for the purposes of an Enterprise Order, the services provided by IProvider to Health in relation to the administration of and compliance with an Enterprise Order.
Services Schedule	Schedule 2 (Services).
State or Territory Agency	(a) a body corporate or an unincorporated body established or constituted for a public purpose by legislation of a state or territory of Australia, or an instrument made under that legislation; (b) a body established by the Governor or by a Minister of a State or Territory of Australia, including departments; or (c) an incorporated company over which the State or Territory exercises control.
Statement of Work	the Services required by an Agency as described in a Request for Quotation or an Order.
Subcontractor	a party engaged by the IProvider to perform any part of the Services under an Agency Order, and that party's directors, officers, employees, agents and consultants (as relevant).
System	means the system that is used by the IProvider to place orders for the acquisition of Vaccines from Health, which as at the Head Agreement Commencement Date is the CVAS portal.
Target Population	means the target population to receive the Vaccine, as specified in an Order or an Enterprise Order.
Tax Invoice	has the meaning given under the *A New Tax System (Goods and Services Tax) Act 1999*.
Therapeutic Goods Administration or **TGA**	the regulatory body for therapeutic goods in Australia, established under the Therapeutic Goods Act 1989 (Cth).
Training	(a) online training for the administration of the Vaccine provided in accordance with the Commonwealth COVID-19 Vaccination Training Program (or such other training notified by Health from time to time); (b) any other training that a prudent, skilled and professional organisation would undertake in connection with the COVID-19 Vaccine Rollout; and (c) any training specified in an Agency Order.
Vaccination Policy	means the Australian Government's COVID-19 Vaccination Policy available at https://www.health.gov.au/resources/publications/australian-covid-19-vaccination-policy.

Vaccination Site	a site for the administration of the Vaccine specified in an Order, or an Offsite Storage Facility, as applicable.
Vaccine	the vaccines (including any booster vaccines) that are identified in Schedule 1 (Head Agreement Details) as being vaccines to be accepted, stored, managed and administered by the IProvider under this Head Agreement (as updated from time in accordance with clause 4.5).
Vaccine Rollout Implementation Plan	the Australian Government's COVID-19 Implementation Plan published on the Health website (https://www.health.gov.au).
VAPP Manual	is the manual that includes operational requirements related to the performance of Services, as updated by Health from time to time.
Wastage	doses of a Vaccine not able to be administered to individuals, including where: (a) the Vaccine does not meet the required condition for that Vaccine; (b) doses of the Vaccine are lost or damaged; and (d) cold chain requirements have not been maintained.
Workforce	means a workforce that: (a) meets the regulatory requirements applicable in the jurisdiction(s) in which the IProvider is providing the Services; (b) is comprised of qualified IProvider Personnel who have undertaken Training; and (c) is established and operated by the IProvider to enable the IProvider to administer the Vaccine at the Vaccination Sites.

1.2 Interpretation

In this Head Agreement and any Agency Order, except where the contrary intention is expressed:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, Schedule or Attachment is to a clause or paragraph of, or Schedule or Attachment to, this Head Agreement or any Agency Order and a reference to this Head Agreement or any Agency Order includes any Schedule or Attachment to this Head Agreement or the Agency Order, as the context requires;

(d) a reference to a clause, section or paragraph includes a reference to a subclause of that clause, subsection of that section or subparagraph of that paragraph;

(e) a reference to a document, publication, standard, Commonwealth policy or instrument is a reference to the document, publication, standard, Commonwealth policy or instrument as altered, supplemented or replaced from time to time;

(f) a reference to A$, $A, AUD, dollar or $ is to Australian currency unless stated otherwise;

(g) a reference to time is to the time in the place where the obligation is to be performed unless otherwise expressly stated;

(h) a reference to a party is to a party to this Head Agreement or any Agency Order as the context requires, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

(i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(j) if the IProvider is a trustee, the IProvider warrants that it has the power to perform its obligations under this Head Agreement and any Agency Order;

(k) a word or expression defined in the Corporations Act or GST Act has the meaning given in the Corporations Act or GST Act, as applicable;

(l) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

(m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Head Agreement, the applicable Agency Order or any part of those documents;

(o) headings are for ease of reference only and do not affect interpretation; and

(p) the term 'may' where used in the context of a right or remedy exercisable by the Health or an Agency means that Health or the Agency may exercise that right or remedy in its sole and absolute discretion, and Health or the Agency has no obligation to the IProvider to do so; and

(q) a reference to a matter being to the knowledge of a person means that the matter is to the best of the knowledge and belief of that person after proper inquiry, including inquiry which a reasonable person would be prompted to make by reason of knowledge of a fact.

To the extent that the parties have not completed items in a Schedule or Attachment, unless otherwise stated in that Schedule or Attachment, that item will be taken to be 'not applicable' for the purpose of this Head Agreement and any Agency Order.

1.3 Structure of this Head Agreement

(a) **Part A (Overview and Objectives**) of this Head Agreement provides an overview of the operation of the Panel, the term and effect of this Head Agreement.

(b) **Part B (Model A - Administration of Vaccine Services procurement by Agencies)** of this Head Agreement contains the terms that apply only to an Agency IProvider, including the process for an Agency to order Administration of Vaccine Services under this Head Agreement.

(c) **Part C (Model B – Enterprise acquisition by IProviders**) of this Head Agreement contains the terms that apply only to an Enterprise IProvider, including the process for an IProvider to place Enterprise Orders under this Head Agreement.

(d) **Part D (General Terms and Conditions**) of this Head Agreement sets out general terms and conditions to apply to this Head Agreement and to both Agency IProviders and Enterprise IProviders.

Part A – Overview and Objectives

2 Overview

2.1 Application

This Part A applies to an IProvider that is an Agency IProvider and / or an Enterprise IProvider.

2.2 Objectives

(a) The purpose of the Panel is to provide a framework for the administration of COVID-19 Vaccines within Australia.

(b) The objectives of the Panel are to:

(i) ensure that the IProvider provides seamless support and additional capacity where required to assist in the administration of Vaccines:

(A) under the required conditions as set out in this Head Agreement, including Schedule 2 (Services) (for example cold chain);

(B) in specified dose regimens for each particular Vaccine;

(C) in compliance with any guidance relating to the management of excess doses or the transfer of doses set out in the System and/or the VAPP Manual and in a manner to avoid Wastage; and

(D) across metropolitan, regional and remote locations in Australia;

(ii) ensure the efficient, effective and economic administration of the Vaccine;

(iii) ensure the culturally appropriate rollout of Vaccines in vulnerable and other priority populations;

(iv) obtain value for money for Health on an ongoing basis in relation to the provision of Services by the IProvider; and

(v) provide transparency and information required for effective risk management by Health through effective data and reporting.

2.3 Assurances

(a) In addition to and notwithstanding any other obligation under this Head Agreement or any Order:

(i) the IProvider must, to the extent practical, co-operate with Health and each Agency in the pursuit of the objectives in clause 2.2; and

(ii) Health, the Agency and or IProvider will, as soon as practicable, consult with each party on any matter arising which may materially affect the performance by such other party of its obligations under this Head Agreement or any Agency Order.

(b) Health, the Agency and the IProvider agree that achievement of the objectives is but one requirement of this Head Agreement and the nature and extent of the IProvider's obligations are not to be construed or interpreted solely by reference to the objectives in clause 2.2 or their achievement.

2.4 Role of Health

(a) Health will manage the Panel and this Head Agreement for the benefit of itself and all Agencies.

(b) Health's role is to do each of the following:

(i) administer this Head Agreement;

(ii) approve any change to this Head Agreement;

(iii) subject to clause 4.4(b), supply Vaccines to IProvider in accordance with an Order;

(iv) monitor the IProvider's performance against Schedule 7 (Performance Management Framework and KPIS);

(v) collect data from the IProvider through the reporting framework set out in Schedule 8 (Reporting); and

(vi) monitor and report on the operation of the Panel, including its operation, viability and expenditure.

3 Models under the Panel – Model A and Model B

3.1 Model A – Administration of Vaccine Services procurement by Agencies

(a) If the IProvider has been approved by Health to provide Administration of Vaccine Services to an Agency for a Location and Sector it will be specified as a "Model A - Agency IProvider" for that Location and Sector in Schedule 1 (Head Agreement Details).

(b) This Head Agreement is a standing offer between Health and the IProvider under which, on an as-required basis, any Agency may enter into an Agency Order with the IProvider for Administration of Vaccine Services in accordance with this Head Agreement.

(c) If an Agency wishes to procure Administration of Vaccine Services from the IProvider, the Agency and IProvider must enter into an Agency Order in accordance with the processes set out in clause 10.

(d) The supply of Administration of Vaccine Services by the IProvider to the Agency will be on the terms specified in the Agency Order as described in more detail in clause 10.3.

(e) Requirements that apply only to an Agency IProvider are set out in Part B.

3.2 Model B – Enterprise acquisition by IProviders

(a) If IProvider has been approved by Health to issue an Enterprise Order in respect of a Location and Sector it will be specified as a 'Model B – Enterprise IProvider' for that Location and Sector in Schedule 1 (Head Agreement Details).

(b) This Head Agreement is a standing offer between Health and the IProvider under which, on an as-required basis, any IProvider may agree an Enterprise Order with Health for the acquisition of Vaccines in accordance with this Head Agreement.

(c) If an IProvider wishes to procure Vaccines from Health, Health and the IProvider must agree an Enterprise Order in accordance with the process in clause 15.

(d) The supply of Vaccines by Health to the IProvider pursuant to an Enterprise Order will be on the terms specified in this Head Agreement and in the relevant Enterprise Order.

(e) Requirements that apply only to an Enterprise IProvider are set out in Part C.

3.3 Models not mutually exclusive

(a) An IProvider may be both an Agency IProvider and an Enterprise IProvider.

(b) An Agency IProvider may notify Health that it wishes to be entitled to also issue Enterprise Orders. If the Agency IProvider is approved by Health to issue an Enterprise Order, it will be taken to be specified as a 'Model B – Enterprise IProvider' in Schedule 1 (Head Agreement Details).

(c) An Enterprise IProvider may notify Health that it wishes to be entitled to also provide Administration of Vaccine Services to an Agency. If it gives such notice, it must provide pricing information for the purposes of the Model A pricing in Schedule 4 (Pricing). If the Agency IProvider is approved by Health to provide Administration of Vaccine Services to an Agency it will be taken to be specified as a "Model A - Agency IProvider" in Schedule 1 (Head Agreement Details).

(d) An organisation that is eligible to acquire services from an Enterprise IProvider under Model B is also entitled to rely on an Agency to procure administration of vaccine services for it under Model A.

4 Operation of this Head Agreement

4.1 Order of precedence of this Head Agreement

If there is inconsistency between any of the documents forming part of this Head Agreement, those documents will be interpreted in the following (descending) order of priority to the extent of any inconsistency:

(a) the terms of this Head Agreement;

(b) clause 6 (Vaccine specific requirements) of Schedule 2 (Services);

(c) the remainder of Schedule 2 (Services);

(d) the other Schedules;

(e) the Attachments (if any); and

(f) documents incorporated by reference.

4.2 Order of precedence of an Order

If there is inconsistency between any of the documents forming part of an Order, those documents will be interpreted in the following (descending) order of priority to the extent of any inconsistency:

(a) the terms of this Head Agreement;

(b) clause 6 (Vaccine specific requirements) of Schedule 2 (Services);

(c) the Order;

(d) the Notice of Inclusion (if applicable);

(e) the remainder of Schedule 2 (Services);

(f) the other Schedules;

(g) the VAPP Manual;

(h) the Attachments (if any); and

(i) documents incorporated by reference.

4.3 Head Agreement Period

(a) This Head Agreement begins on the Head Agreement Commencement Date and continues until 30 June 2023 (**Initial Head Agreement Period**), unless terminated earlier in accordance with clause 27.

(b) The Initial Head Agreement Period may be extended by Health by providing written notice to the IProvider, for a further period (or periods) of up to two years in total, which may be taken in whole or in part, and in any number or combination of time periods (each an **Extension Period**).

4.4 No guarantee

The IProvider acknowledges and agrees that:

(a) there is no guaranteed amount of Services that will be ordered or required by Health or an Agency under this Head Agreement;

(b) notwithstanding any other provision of this Head Agreement or an Agency Order, Health does not guarantee:

(i) to provide any minimum quantity of Vaccines;

(ii) the timing of the delivery of Vaccines; or

(iii) to approve any Order or Enterprise Order Request; and

(c) Health or an Agency may (and during the term of this Head Agreement) obtain the Services, or services similar to the Services, from any other source they choose on any other terms.

4.5 Panel review and refresh

Health reserves the right to, at any time during the Head Agreement Period, review the operation of the Panel and do any one or more of the following:

(a) add to or remove Vaccines over the term of this Head Agreement;

(b) amend the pricing in Schedule 4 (Pricing) to include pricing information provided by an IProvider who is approved by Health pursuant to clause 3.3(c);

(c) approve the provision by an IProvider of Services in a Location and Sector that is not listed in Schedule 1 (Head Agreement Details), provided that in respect of a new location, the IProvider provides pricing for the proposed new location that is acceptable to Health, and Health amends the pricing in Schedule 4 (Pricing) to include such pricing. For clarity, a new sector may be approved by Health without revised pricing;

(d) suspend or remove the IProvider from the Panel for noncompliance with this Head Agreement as further described in clause 27;

(e) approach the market to:

(i) add suppliers to the Panel; or

(ii) add additional Vaccines to the Panel (for which the IProvider and other suppliers may tender to provide).

5 Party representatives

5.1 Panel Manager

(a) The Panel Manager will represent Health and will administer this Head Agreement on behalf of the Commonwealth and each Commonwealth Agency and each Agency who has issued a Notice of Inclusion in accordance with clause 10.3(b).

(b) The Panel Manager has authority to deal with the IProvider in relation to the IProvider's responsibilities under this Head Agreement.

5.2 Health Senior Executive

Health Senior Executive has authority to deal with the IProvider in relation to important or significant matters (as determined by Health including, for example, the resolution of disputes) and any other matters requested by the Panel Manager in relation to this Head Agreement.

5.3 IProvider's Representative

The IProvider's Representative will represent the IProvider and is the primary contact for Health under this Head Agreement.

5.4 IProvider's Senior Executive

The IProvider's Senior Executive has authority to deal with Health in relation to important or significant matters (as determined by Health including, for example, the resolution of disputes) and any other matters requested by Health in relation to this Head Agreement.

5.5 IProvider's Agency Contact

The IProvider's Agency Contact will be the key point of contact for Agencies to submit any RFQs and issue any Orders.

5.6 IProvider Personnel contact details

The IProvider is responsible for ensuring that the contact details in Schedule 1 (Head Agreement Details) for the IProvider are correct and current.

6 IProvider Personnel

6.1 General

(a) The IProvider must use suitably qualified Personnel as are necessary to enable it to fulfil its obligations under this Head Agreement and each Agency Order.

(b) The IProvider must:

(i) provide such information as can be lawfully provided and which is reasonably requested by Health or an Agency concerning the Personnel the IProvider is using, or proposes to use, in performing its obligations under this Head Agreement or an Agency Order;

(ii) ensure its Personnel comply with the IProvider's obligations in this Head Agreement and any Agency Order (including undertaken the Training); and

(iii) ensure its Personnel, when on an Agency's or Health's premises or when accessing an Agency's or Health's facilities and information, comply as necessary with the reasonable requirements and directions of the Agency or Health with regard to conduct, behaviour, safety and security (including submitting to security checks or clearances as required), and complying with any obligation imposed on an Agency or Health by Law.

6.2 Subcontracting

(a) Unless expressed otherwise in an Order, the IProvider must:

(i) not subcontract any aspect of the Ordered Services or Services without the prior written approval of the relevant Agency and Health (such approval may be subject to conditions). This restriction does not apply to a subcontract which is in respect of its ordinary course of business rather than specifically for an Agency, unless the subcontractor will have access to Health Material, Agency Material or Agency Confidential Information or will handle (including distribute and administer) Vaccines (in which case the IProvider will require prior written approval for subcontracting those services) or to another member of the Panel;

(ii) not subcontract on terms that would permit the Subcontractor to do or omit to do something that would, if done or omitted to be done by the IProvider, constitute a breach of this Head Agreement or an Agency Order;

(iii) not subcontract with an entity that:

(A) has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid any judgment amount; or

(B) is on, or which has one or more employees that are on, or which is a member of an entity that is on, the Commonwealth's consolidated list of individuals and entities to which terrorist asset freezing applies; or

(C) is named by the Workplace Gender Equality Agency as a supplier that has not complied with the *Workplace Gender Equality Act 2012* (Cth);

(iv) ensure that any Subcontractor is bound by, and complies with, provisions to the effect of the following clauses of this Head Agreement, to the extent relevant to the services provided by the Subcontractor:

(A) clause 12.1(a)(i) (Due skill and care);

(B) clause 18 (Commonwealth Laws and policy requirements);

(C) clause 21 (Insurance);

(D) clause 23 (Security);

(E) clause 24 (Privacy);

(F) clause 28 (Termination);

(G) clause 30 (Audit and access);

(H) clause 37 (Confidentiality); and

(I) clause 6 (Vaccine specific requirements) of Schedule 2 (Services).

(v) ensure that all subcontracts contain payment terms that are consistent with the payment terms in clause 32.3; and

(vi) inform its Subcontractors that the Subcontractor's provision of any Services under this Head Agreement or an Agency Order may be disclosed publicly.

(b) The IProvider is fully responsible for the performance of the Services, even if the IProvider subcontracts any aspect of the provision of the Services.

(c) Any Subcontractors identified in an Order, are deemed to have been approved by an Agency in relation to the Ordered Services.

7 Reporting

7.1 Reporting to Health

(a) The IProvider must, at its own expense, provide Health with reports in accordance with Schedule 8 (Reporting) and as otherwise required in the VAPP Manual.

(b) The IProvider must, if requested by Health, provide written verification of the accuracy of any reports delivered or compliance with any requirements to keep records, including in respect of immunisation record keeping and reporting to the Australian Immunisation Register (AIR) as required under clause 4 of Schedule 2 (Services).

(c) On expiry of this Head Agreement, the IProvider must continue to provide, at no cost, reports in accordance with Schedule 8 (Reporting) in relation to any Agency Order or Enterprise Order until all invoices are paid and all data that must be reported to Health has been so reported.

7.2 Reporting to Agencies

The IProvider agrees to provide an Agency with any other reporting Additional Requirements specified in an Order and any other reporting reasonably required by the Agency in association with an Agency Order.

8 Relationships

8.1 General obligations of the parties

Each party must:

(a) diligently perform its obligations under this Head Agreement and any Agency Order; and

(b) work together in a collaborative manner in good faith.

8.2 IProvider obligations

(a) The IProvider must:

(i) comply with any reasonable written directions given by Health in respect of this Head Agreement; and

(ii) provide all reasonable assistance required by Health provided that the assistance requested is consistent with the IProvider's obligations under this Head Agreement.

(b) The IProvider must notify the relevant Agency immediately on becoming aware of the existence of a Conflict of Interest, including in respect of any Ordered Services.

(c) If requested by Health, the IProvider must participate in any meetings (which may be by virtual attendance), in relation to the operation of this Head Agreement at the IProvider's own expense.

Part B – Model A: Administration of Vaccine Services procurement by Agencies

9 Application

This Part B applies only to an Agency IProvider.

10 Ordering Services

10.1 Services to Agencies

(a) This Head Agreement is a standing offer between Health and the IProvider under which, on an as-required basis, any Agency may enter into an Agency Order with the IProvider for the provision of Administration of Vaccine Services in accordance with the process set out in clauses 10.2 and 10.3.

(b) The IProvider offers to provide the Administration of Vaccine Services to any Agency in accordance with this clause 10 for a price not exceeding the rates and charges set out in Schedule 4 (Pricing).

10.2 Request for Quotations

(a) An Agency may issue an RFQ to the IProvider's Agency Contact in the format provided in Schedule 5 (Request for Quotation Template), or similar format, at any time during the Head Agreement Period.

(b) The RFQ will describe the scope of the Services required by the Agency, including:

(i) the Vaccination Sites;

(ii) the Vaccine (if the agency is not an State or Territory Agency) or Other Vaccine (if the agency is a State or Territory Agency);

(iii) Delivery Model for delivery of the Services;

(iv) the Target Population; and

(v) the anticipated number of persons to be vaccinated.

(c) In seeking a quotation, an Agency may request Service Charges lower than those set out in the Schedule 4 (Pricing).

(d) In an RFQ, an Agency may also:

(i) require Additional Requirements; and

(ii) stipulate additional service levels.

(e) Upon receipt of an RFQ, the IProvider must:

(i) prepare and submit a Quotation by the RFQ Closing Date with:

(A) details of the Services proposed to be provided in response to the RFQ;

(B) the Vaccination Sites, Vaccine (if the Agency is not a State or Territory Agency), Other Vaccine (if the Agency is a State or Territory Agency) and Delivery Model for delivery of the Services, the Target Population and the anticipated number of persons to be vaccinated;

(C) the applicable Service Charges to provide the Services;

(D) the names of the Key Personnel proposed to deliver the Services;

(E) an Implementation Plan for the Services (in the form provided by the Agency, if relevant); and

(F) any other information requested by the Agency in the RFQ; or

(ii) advise the Agency in writing, as soon as possible (and, in any event, before the RFQ Closing Date), if the IProvider is not submitting a Quotation in response to that RFQ.

(f) When responding to an RFQ:

(i) the IProvider may offer Service Charges that are lower than the Service Charges set out in Schedule 4 (Pricing); and

(ii) Quotations must remain open for acceptance by the Agency for a minimum of 10 Business Days after the RFQ Closing Date, or for such time as specified by the Agency in an RFQ.

(g) By issuing an RFQ, there is no obligation on the Agency to issue an Order.

(h) For clarity, the IProvider is not entitled to charge for the cost of preparing a quotation to be submitted in accordance with clause 10.2(e). Health and the Agency will not incur any charges by the IProvider prior to an Order being signed by the Agency and the IProvider.

10.3 Issuing an Order

(a) An Agency may issue an Order to the IProvider in the format provided in Schedule 6 (Order Template), or similar format, at any time during the Head Agreement Period.

(b) If the Agency issuing an Order is an Other Agency, that Other Agency must, when (or before) it issues an Order, issue a Notice of Inclusion. For clarity, an Other Agency is only required to issue one Notice of Inclusion to an IProvider.

(c) The parties agree and acknowledge that provided IProvider has received a Notice of Inclusion issued by the Other Agency, in respect of an Agency Order this Head Agreement may be relied upon as a deed poll and enforced by the Other Agency in accordance with its terms even though the Other Agency is not a party to it.

(d) A separate contract will be formed between:

(i) the Agency (that is not an Other Agency) and the IProvider once the Order is signed by both parties; and

(ii) the Other Agency and the IProvider once the Order is signed by both parties and a Notice of Inclusion has been received by the IProvider.

(e) For clarity:

(i) any Order issued by Health under this Head Agreement does not form part of the agreement between the IProvider and an Agency; and

(ii) any Order issued by an Agency does not form part of the agreement between the IProvider and Health.

(f) Promptly after the Agency Order Commencement Date, if the Agency is not Health, the Agency must:

(i) notify Health that it has entered into an Agency Order with an IProvider; and

(ii) provide Health with a copy of the Order, the Implementation Plan, the Notice of Inclusion (if applicable) and any other information reasonably requested by Health.

(g) If the IProvider has an Agency Order with:

(i) an Agency that is not a State or Territory Agency, then after the relevant Agency Order Commencement Date, the IProvider is entitled to place an order in the System for the acquisition of Vaccines from Health to enable the IProvider to fulfil the Agency Order; and

(ii) a State or Territory Agency, then unless otherwise agreed by Health the IProvider:

(A) is not entitled to acquire Vaccines from Health; and

(B) must acquire Other Vaccines to enable that IProvider to provide the Administration of Vaccine Services to the State or Territory Agency in accordance with the Agency Order.

(h) The parties acknowledge that an IProvider with an Agency Order:

(i) is not required to place an order to acquire Vaccines from Health; and

(ii) may, without limiting clause 10.3(g)(ii), instead acquire Other Vaccines.

(i) The use by the IProvider of Other Vaccines does not impact or limit any of the obligations that apply to the IProvider in respect of the Administration of Vaccine Services, and all obligations that would apply to the administration of the Other Vaccines if they were Vaccines apply in respect of the Other Vaccines as though they were Vaccines.

10.4 Modifications to Head Agreement

Where an Order seeks to modify the terms of this Head Agreement to reduce the obligations on an IProvider that would apply to an Agency Order, then unless the relevant provision of this Head Agreement expressly allows modification in an Order, the terms that seek to modify this Head Agreement have no legal effect, unless:

(a) the modification does not concern the application of clause 10.2(f), clause 10.3(b), clause ,21.1(g), clause 32.1(d), clause 32.4 or clause 6 of Schedule 2 (Services);

(b) the relevant terms have been approved in writing by Health prior to forming an Agency Order, and

(c) the relevant terms are specified in the applicable Order.

If Health has approved the relevant terms, this Head Agreement is deemed to be amended solely for that Agency Order without the need to separately amend this Head Agreement.

11 Terms of an Agency Order

11.1 Terms and conditions

The terms and conditions of each Agency Order will be:

(a) in respect of an Agency that is not an Other Agency:

(i) the terms and conditions of this Head Agreement, including any modifications approved by Health under clause 10.3 and stipulated in the Order;

(ii) the Order; and

(iii) any other documents specified as being part of, incorporated into, or otherwise applicable to, the Agency Order (including relevant attachments); and

(b) in respect of an Other Agency (without limiting clause 11.2):

(i) the Order;

(ii) the Notice of Inclusion; and

(iii) any other documents specified as being part of, incorporated into, or otherwise applicable to, the Agency Order (including relevant attachments),

11.2 Binding terms

For clarity, in respect of an Agency Order with an Other Agency, the terms of this Head Agreement:

(a) are binding on the IProvider; and

(b) may be relied upon as a deed poll for the benefit of the Other Agency and are enforceable by the Other Agency in respect of the Order notwithstanding that the Other Agency is not a party to this Head Agreement.

11.3 Agency Order period

(a) An Agency Order begins on the Agency Order Commencement Date or Enterprise Order Commencement Date (as applicable) and continues for the Order Term, as specified in the Order, unless the Agency Order is terminated in accordance with clause 27.

(b) The Order Term cannot extend beyond the Head Agreement Period and must terminate on termination of this Head Agreement.

12 Provision of Services under an Agency Order

12.1 IProvider obligations

(a) During the Order Term, the IProvider must provide the Ordered Services:

(i) as detailed in the Agency Order with due skill and care and to the best of the IProvider's knowledge, expertise and ability;

(ii) as detailed in the Agency Order in accordance with the timeframes specified in the Agency Order and otherwise in a timely and efficient manner;

(iii) through the Key Personnel (and other Personnel) who have the qualifications, expertise, capacity and capability to provide the Ordered Services to a high standard, including any particular qualifications, expertise, capacity and capability set out in the Agency Order;

(iv) as detailed in the Agency Order in accordance with relevant Australian Standards or where none apply, relevant international industry standards, where applicable;

(v) as detailed in the Agency Order in accordance with the requirements of this Head Agreement and the Agency Order;

(vi) to meet or exceed the KPIs; and

(vii) in a manner consistent with the Implementation Plan (to the extent the plan is not inconsistent with this Head Agreement).

(b) The Services do not include labour hire services.

12.2 Key Personnel

(a) The IProvider must ensure that its Key Personnel:

(i) undertake the Ordered Services described in an Agency Order; and

(ii) have the requisite skills, qualifications and experience for the tasks they are given.

(b) If the IProvider becomes aware that a Key Person(s) will or may become unavailable for the performance of the Ordered Services, the IProvider must (without limiting its obligations or liabilities under this Head Agreement or an Agency Order):

(i) promptly notify the Agency of the impending unavailability; and

(ii) as soon as practicable, nominate a replacement Key Person(s) with comparable experience, skills and expertise for approval by the Agency, which will not be unreasonably withheld.

(c) The IProvider must provide suitable replacement Key Personnel should an Agency, for security reasons, deny access to or request removal of any Key Personnel who will have access to an Agency's premises or Agency Material.

(d) The IProvider must, at the request of the Agency (acting in its absolute discretion), remove Key Personnel from work in relation to the Ordered Services. The IProvider shall nominate replacement Key Personnel for approval by the Agency, which will not be unreasonably withheld.

(e) If clause 12.2(b), clause 12.2(c) or clause 12.2(d) applies, the IProvider will provide replacement Key Personnel acceptable to the Agency at no additional cost and at the earliest opportunity.

12.3 Liaison with Agency's Personnel

In providing the Ordered Services, the IProvider must, at no additional cost to the Agency:

(a) liaise with the Agency Representative, or other person nominated by the Agency, as reasonably required; and

(b) comply with all reasonable directions of the Agency Representative where these are not inconsistent with the terms of this Head Agreement or an Agency Order.

12.4 Inquiries

(a) The IProvider agrees to provide, at no additional cost, all reasonable assistance requested by an Agency in respect of any inquiry concerning the IProvider's performance of the Ordered Services.

(b) Without limitation to the generality of clause 12.4(a):

(i) the assistance to be provided by the IProvider under clause 12.4(a) will include, as appropriate, the preparation of reports, the provision of documents or other Material, and making available relevant IProvider Personnel to provide information or answer questions on any matters relevant to or arising from an Order which might reasonably be expected to be within the knowledge of the IProvider. To avoid doubt, this assistance will not include the provision of any legally privileged information; and

(ii) an inquiry referred to in clause 12.4(a) will include any administrative or statutory review, audit or inquiry (whether within or external to the Agency), any requests for information or documents directed to the Agency and any inquiry conducted by Parliament or any Parliamentary committee.

(c) The Agency Representative will endeavour to notify the IProvider as early as possible of any assistance required under clause 12.4(a), and the IProvider acknowledges that such notice may be oral and is not subject to any minimum notice period requirement.

(d) This clause 12.4 survives expiration or termination of this Head Agreement.

12.5 Co-operation

(a) The parties intend to conduct themselves for the purposes of the provision of the Ordered Services in the spirit of co-operation and good faith, however this does not override or limit the provisions of this Head Agreement or an Agency Order.

(b) An Agency will co-operate with the IProvider by:

(i) making available, as reasonably requested by the IProvider, management decisions and information that is necessary for the IProvider to provide the Ordered Services, and

(ii) setting priorities for the Ordered Services.

(c) The IProvider must co-operate with, and provide such reasonable assistance to, any other IProvider appointed by an Agency and the Agency, when the IProvider and/or Agency is providing services similar to or related to the Services, at no additional cost to the Agency.

13 Performance Management Framework and KPIs

13.1 Performance Management Framework

(a) In supplying the Services, the IProvider acknowledges that it must comply with the Performance Management Framework.

(b) The IProvider acknowledges and agrees that its performance in providing Services to Agencies will be:

(i) assessed and reported on by Agencies in accordance with the Performance Management Framework; and

(ii) collected and used by Health and shared with Agencies on a confidential basis for the purpose of achieving the objectives of the Panel.

13.2 Key performance indicators

(a) The IProvider must provide the Services so as to meet or exceed the KPIs and any additional service levels specified in an Order.

(b) If requested, the IProvider must provide all necessary information and assistance to enable Health to verify the IProvider's performance of the Services against the KPIs.

(c) The IProvider acknowledges and agrees that:

(i) an Agency may specify additional service levels and reporting requirements in an Order; and

(ii) that information collected in relation to any KPIs is Confidential Information of the Commonwealth and may be shared between Agencies on a confidential basis.

(d) The IProvider must comply with all other obligations imposed on it under Schedule 7 (Performance Management Framework and KPIs).

Part C – Model B: Enterprise orders

14 Application

(a) This Part C applies only to an Enterprise IProvider.

(b) The supply of Vaccines by Health to the IProvider pursuant to an Enterprise Order will be on the terms specified in this Head Agreement and in the relevant Enterprise Order.

15 Enterprise Order Requests

(a) An IProvider must enter into a binding agreement with an Enterprise for the provision of administration of vaccine services prior to submitting an Enterprise Order Request to Health, and such agreement must be conditional only on the approval by Health of the related Enterprise Order Request and the supply of Vaccines by Health under the relevant Enterprise Order, as contemplated by this Head Agreement.

(b) To order a supply of Vaccine:

(i) the IProvider must issue an Enterprise Order Request in accordance with this clause 15;

(ii) if the Enterprise Order Request is approved by Health (including subject to any modifications or conditions imposed by Health), and the Enterprise IProvider accepts any modification or conditions required by Health, Health and the Enterprise IProvider will sign the Enterprise Order Request;

(iii) the signed Enterprise Order Request is an Enterprise Order, which is a binding part of this Head Agreement (but is not a separate contract between Health and the IProvider) for the supply of the Vaccine on the terms of this Head Agreement and the relevant Enterprise Order; and

(iv) after the Enterprise Order Commencement Date, the IProvider is entitled to place an order in the System for the acquisition of Vaccines from Health to enable the IProvider to fulfil its agreement with the Enterprise, in accordance with Schedule 2 (Services).

(c) An Enterprise Order Request must be in the form of Schedule 11 (Enterprise Order Request) or a similar format and specify:

(i) the name and details of Enterprise;

(ii) the Target Population to be vaccinated using the Vaccine;

(iii) the type of Vaccine to be supplied;

(iv) the number of Vaccines required, which must be no less than 500 doses per week, or such smaller volume approved by Health having regard to the Target Population;

(v) a warranty as to the matters set out in clause 15(e); and

(vi) the start and end date expected for the Services contemplated by the Order.

(d) The IProvider acknowledges and agrees that:

(i) any approval of an Enterprise Order Request by Health is subject to clause 4.4(b); and

(ii) Health will in its absolute discretion determine whether to approve an Enterprise Order Request, approve an Enterprise Order Request for a

smaller quantity of Vaccines than is requested under an Enterprise Order Request, or approve the Enterprise Order Request in respect of certain Target Populations only, and will determine the timing for the supply of any Vaccines that are approved.

(e) The IProvider represents and warrants that:

(i) it will not charge the Enterprise for the Vaccine acquired under this Head Agreement;

(ii) the IProvider may charge Enterprise for its services in administering the Vaccine;

(iii) neither the IProvider nor the Enterprise will impose any charge in respect of either the Vaccine or its administration directly on an individual person being vaccinated; and

(iv) the IProvider's agreement with Enterprise incorporates terms to implement the representations in clauses 15(e)(i) to 15(e)(iii).

(f) In providing administration of vaccine services to Enterprise using Vaccines acquired under an Enterprise Order, IProvider must comply with the terms of Schedule 2 (Services) in respect of those administration of vaccine services, except to the extent Health has approved a departure from those terms in the Enterprise Order (which departure cannot include any variation to section 6 of Schedule 2 (Services)).

(g) For clarity:

(i) if Health approves an Enterprise Order Request, the terms of this Head Agreement apply as between Health and the IProvider in respect of the fulfilment of the Enterprise Order, but are not incorporated into the agreement between the IProvider and Enterprise; and

(ii) if an IProvider acquires Vaccines from Health under Model B, then the only charge that the IProvider is entitled to recover for the administration of those Other Vaccines is the applicable Services Charges and the charge that Enterprise is required to pay for those services under the agreement between Enterprise and the IProvider.

16 Cooperation

The parties intend to conduct themselves for the purposes of the provision of the Services and acquisition of Vaccines in the spirit of co-operation and good faith, however this does not override or limit the provisions of this Head Agreement or an Agency Order.

17 Reporting

The IProvider must comply with the reporting requirements in the VAPP Manual.

Part D – General Terms and Conditions

18 Application

This Part D applies to Agency IProviders and Enterprise IProviders.

19 Compliance with Laws

19.1 Compliance with Laws

The IProvider must comply with, and ensure its Personnel comply with all Laws applicable to the provision of Services under this Head Agreement and any Agency Order or Enterprise Order, in particular:

(a) *Crimes Act 1914* (Cth);

(b) *Criminal Code Act 1995* (Cth);

(c) *Privacy Act 1988* (Cth);

(d) *Copyright Act 1968* (Cth);

(e) *Workplace Gender Equality Act 2012* (Cth);

(f) *Work Health and Safety Act 2011* (Cth);

(g) *Auditor-General Act 1997* (Cth);

(h) *Part 4 of the Charter of the United Nations Act 1945* (Cth);

(i) *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth);

(j) *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth);

(k) *Modern Slavery Act 2018* (Cth);

(l) *Competition and Consumer Act 2010* (Cth); and

(m) all applicable laws relating to taxation.

19.2 IProvider's obligations

(a) The IProvider is responsible for all wages, salaries and other payments to its Personnel and must fully comply with all relevant Laws and other Commonwealth requirements in relation to Personnel including labour and industrial relations Laws and those relating to working conditions, salary, wages, the payment of any relevant tax, superannuation, 'pay as you go' or other income tax remissions and any other amounts, remissions and allowances including those under any industrial awards or agreements relevant to an Agency Order. Upon request, the IProvider must demonstrate that it has complied with these obligations.

(b) Without limiting clause 19.2(a), the IProvider must:

(i) comply with all applicable Laws and other requirements relating to the security of payments that are due to persons;

(ii) ensure that payments made by the IProvider, including to Subcontractors, are made in a timely manner; and

(iii) as far as practicable, ensure that disputes about any payments to its Personnel, are resolved in a reasonable, timely and cooperative way.

(c) The IProvider must:

(i) ensure that, in connection with any Services performed in Australia, its Personnel are at all times:

(A) Australian citizens; or

(B) in the case of persons who are not Australian citizens, entitled to work in Australia.

(ii) notify Health immediately on becoming aware of:

(A) any adverse comments or findings made by a court, commission, tribunal, or other statutory or professional body regarding the conduct or performance of the IProvider or impacting on the professional capacity or capability of its Personnel to deliver the Services;

(B) any unsettled judicial decisions against it relating to unpaid employee entitlements;

(C) any other significant matters, including the commencement of legal action, involving the IProvider or its Personnel that may adversely impact on an Agency's compliance with Australian Government policy and legislation or the Commonwealth's reputation; and

(D) any non-compliance by the IProvider or its Personnel with any judgment against it from any court or tribunal (including overseas jurisdictions but excluding judgments under appeal or instances where the period for appeal or payment/settlement has not expired) relating to a breach of workplace relations law, work health and safety law or workers' compensation law.

19.3 Workplace Gender Equality Act 2012 (Cth)

(a) This clause 19.3(a) applies only to the extent that the IProvider is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**).

(b) If the IProvider or its Personnel becomes non-compliant with the WGE Act during the Head Agreement Period, the IProvider must notify the Panel Manager.

(c) Compliance with the WGE Act does not relieve the IProvider from its responsibility to comply with its other obligations under this Head Agreement or an Agency Order.

19.4 Fraud

(a) For the purposes of this clause, 'Fraud' means dishonestly obtaining a benefit from the Commonwealth or an Agency causing a loss to the Commonwealth or an Agency by deception or other means.

(b) The IProvider must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Head Agreement or an Agency Order. The IProvider acknowledges the occurrence of Fraud by the IProvider or its Personnel or Subcontractors will constitute a breach of this Head Agreement and any relevant Agency Order.

(c) If the IProvider or its Personnel have committed Fraud, or the IProvider has failed to take reasonable steps to prevent Fraud by its Personnel, the IProvider must reimburse Health or the relevant Agency for the reasonable costs it incurs as a result of the Fraud.

(d) The IProvider must hold a Valid and Satisfactory Statement of Tax Record at all times during the Head Agreement Period and, on request by Health or an Agency, provide to Health or an Agency a copy of any such Statement of Tax Record.

(e) Without limiting its other rights under this Head Agreement or at law, any failure by the IProvider to comply with the requirements outlined in clause 19.4(d) will be a breach of this Head Agreement.

(f) If the IProvider is a partnership, the IProvider must:

(i) ensure that any partner of the partnership holds a Valid and Satisfactory Statement of Tax Record;

(ii) retain a copy of any such Statement of Tax Record; and

(iii) on request, provide a copy of any such Statement of Tax Record to Health or an Agency.

20 IProvider's warranties

(a) The IProvider warrants on the Head Agreement Commencement Date and each Agency Order Commencement Date or Enterprise Order Commencement Date (as applicable) that:

(i) it is not named by the Workplace Gender Equality Agency as an employer that is currently not complying with the *Workplace Gender Equality Act 2012* (Cth);

(ii) it has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid the judgment amount;

(iii) no litigation, arbitration, mediation, conciliation or proceedings including any investigations, are taking place, pending, or are threatened against the IProvider which could have an adverse effect upon either the IProvider's capacity to perform its obligations under this Head Agreement or an Agency Order or the IProvider's reputation;

(iv) it is not on the Commonwealth's consolidated list of individuals and entities to which terrorist asset freezing applies and none of its Personnel or Subcontractors are on, or are a member of an entity on, that list;

(v) it is financially viable;

(vi) all insurance policies required to be held under clause 21 are held;

(vii) it has all necessary licences and authorisations required to operate and provide the Ordered Services to an Agency under an Agency Order;

(viii) it has all necessary facilities (or access to all necessary facilities), resources (including financial resources), qualifications and arrangements, including appropriate systems, procedures and suitably qualified Personnel in place to ensure the timely identification and assessment of any material matters that would require notification to Health under this clause 20;

(ix) it has full power and authority to enter into, perform and observe its obligations under this Head Agreement and an Agency Order;

(x) the execution, delivery and performance of this Head Agreement or an Agency Order has been duly and validly authorised by the IProvider; and

(xi) unless otherwise disclosed in this Head Agreement or the relevant Agency Order, it is not entering into this Head Agreement or an Agency Order as trustee of any trust or settlement.

(b) The IProvider warrants that it will promptly notify and fully disclose to Health any event or occurrence actual or threatened during the Head Agreement Period or any Order Term that would materially affect the IProvider's ability to perform any of its obligations under this Head Agreement or any Agency Order.

21 Insurance

21.1 Obligations to hold insurance

(a) The IProvider must, prior to the commencement of an Agency Order and for the duration of an Agency Order (subject to clause 21.1(e)), hold:

(i) workers compensation insurance as required by law;

(ii) the insurance policies specified in Item 12 in Schedule 1 (Head Agreement Details);

(iii) any other insurance required by law in the jurisdiction in which the IProvider is carrying out activities for the purposes of this Head Agreement or any Agency Order (including activities for the purposes of providing services to Enterprise in connection with Vaccines); and

(iv) any Additional Requirements for insurance specified in an Order or Enterprise Order Request.

(b) Each of the insurance policies referred to in clause 21.1(a) must:

(i) be primary and without any right of contribution by Health or any insurance effected by or covering Health; and

(ii) cover the IProvider and IProvider Personnel in connection with the Services.

(c) The IProvider must ensure that:

(i) any medical practitioner involved in the provision of the Services holds medical practitioner indemnity insurance for an amount of not less than $20 million per claim and in the aggregate and in compliance with the mandatory indemnity insurance standards developed and maintained by the Medical Board of Australia; and

(ii) any health practitioner otherwise involved in the provision of the Services holds practitioner indemnity insurance as required by Law and in compliance with an approved registration standard for the health profession in which the practitioner is registered.

(d) An IProvider may self-insure, where approved in writing by Health.

(e) Any professional indemnity insurance referred to in Item 11 in Schedule 1 (Head Agreement Details) (or in any Order), and any other claims-made insurance policies required pursuant to this clause 21, must be held for the period of an Agency Order and additionally for a period of seven years following the end of an Agency Order, or such other period specified in the Order.

(f) On request from Health or an Agency the IProvider must provide evidence satisfactory to Health or the Agency (acting reasonably) of the insurance described in this clause 21.1 within seven calendar days.

(g) If the IProvider uses Subcontractors:

(i) the IProvider must ensure that Subcontractors engaged by the IProvider hold:

(A) the insurance required by this clause 21 to be held by the IProvider; and

(B) any additional insurance policies specified in Item 13 in Schedule 1 (Head Agreement Details) (or in any Order).

(ii) the IProvider must ensure that each Subcontractor has and maintains the insurance required in accordance with clause 21.1(g)(i) during the period in which it is providing such Services and, for professional indemnity insurance and any other claims-made insurance policies required pursuant to this clause 21.1(g)(i), additionally for a period of seven years after the date on which it last provides the Services;

(iii) the IProvider's insurance policies need not cover a Subcontractor in accordance with clause 21.1(b) to the extent that Subcontractor carries its own insurances in accordance with clause 21.1(g)(i), except that the IProvider must hold the following insurance policies irrespective of the Subcontractor's insurances:

(A) all risks property insurance covering Inventory in the care, custody or control of the IProvider against loss, damage or destruction for all commercially insurable risks, for the full replacement value of such Inventory;

(B) if motor vehicles are used in the provision of the Services, transit insurance covering Inventory in the care, custody or control of the IProvider, to the extent not insured in the insurance referred to in paragraph (a); and

(C) insurance covering any property not referred to in paragraph (A), against loss, damage or destruction for all commercially insurable risks for an amount not less than their full replacement value; and

(iv) on request from Health or an Agency, the IProvider must provide evidence satisfactory to Health or the Agency (acting reasonably) of the insurance described in this clause 21.1(g) within fourteen calendar days.

22 Liability

22.1 Liability cap

(a) Subject to clause 22.1(b), the IProvider's liability arising out of or in connection with this Head Agreement or an Agency Order, whether for breach of contract, tort (including negligence) or for any other common law or equitable cause of action (including under an indemnity), is limited:

(i) if no liability limitation is specified in the relevant Order (for Model A) or Enterprise Order (for Model B):

(A) for damage or loss to the Inventory;

(aa) $20 million per incident; and

(ab) $20 million in the aggregate annually; and

(B) all other liability:

(aa) $20 million per incident; and

(ab) $20 million in the aggregate annually,

each of which:

(ac) constitutes a separate cap on liability; and

(ad) in respect of an Enterprise Order, constitutes a separate cap in respect of that Enterprise Order; and

(ii) otherwise, in the manner specified in the relevant Order (for Model A) or Enterprise Order (for Model B).

(b) Unless otherwise specified in an Order, any limitation of liability does not apply to any loss arising out of:

(i) personal injury (including sickness or death of a person);

(ii) loss of, or damage to, tangible property;

(iii) any infringement of Intellectual Property rights;

(iv) any breach of confidentiality, privacy or security obligations (including clauses 23.2 and 23.3) in the Agency Order or at Law; or

(v) any breach of any Law, fraud or any unlawful act or omission.

22.2 Consequential loss

To the extent permitted by Law, but subject to clause 22.1(b), neither party is liable to the other for breach of contract, in tort (including negligence), or for any other common law, equitable or statutory cause of action arising out of, or in connection with, the operation of this Head Agreement or an Agency Order (including under an indemnity) for any loss recoverable in respect of the following categories of loss:

(a) loss of income, revenue or profits;

(b) loss of opportunity or goodwill;

(c) loss of anticipated savings or business; or

(d) consequential losses, being such losses as may reasonably be supposed to have been in the contemplation of the parties, at the time they entered into this Head Agreement or an Agency Order, as the probable result of breach of this Head Agreement or the Agency Order, other than losses such as may fairly and reasonably be considered as arising naturally from the relevant breach. For clarity, loss arising from damage to Vaccines caused or contributed to by an IProvider is not consequential loss.

22.3 Indemnity

(a) In providing any Agency Order, subject to clause 22.5(a), the IProvider indemnifies Health or an Agency (as applicable) from and against any:

(i) cost or liability incurred by Health or the Agency which may include the cost to the Commonwealth of the Vaccines supplied by Health for administration under the relevant Agency Order;

(ii) claims by any person in respect of personal loss, damage, injury or death;

(iii) loss of or damage to property of Health or the Agency; or

(iv) loss or expense incurred by Health or the Agency in dealing with any claim against it including reasonable legal costs and expenses and the cost of time spent, resources used or disbursements paid by Health or the Agency,

arising from:

(v) a breach by the IProvider of an obligation of confidentiality, privacy or security under this Head Agreement or a relevant Agency Order;

(vi) an unlawful or negligent act or omission of the IProvider or its Personnel in connection an Agency Order; or

(vii) an allegation by a third party that any Ordered Services or use of the Ordered Services infringes the Intellectual Property rights or Moral Rights of the third party; and

(viii) without limiting the preceding paragraphs, any breach of this Head Agreement or an Agency Order by the IProvider.

(b) The IProvider is not liable for indemnified losses under the indemnity under clause 22.3 to the extent an indemnified loss was caused by the Vaccine itself and not caused or contributed to by the IProvider or its Personnel arising out of a breach of this Head Agreement or an Agency Order (including a breach of warranty under clause 20 or clause 1.3 of Schedule 2 (Services)) or the negligence or unlawful act or omission of the IProvider or its Personnel.

(c) For the purposes of clause 22.1(b), an "infringement" of Intellectual Property rights includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 100 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth) and section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement.

(d) The right of an Agency to be indemnified under this clause 22.3 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Agency is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

(e) This clause 22.3 survives the expiration or termination of this Head Agreement or an Agency Order.

22.4 Management of claims

(a) If an Agency wishes to enforce an indemnity under this clause 22, it must:

(i) give written notice to the IProvider as soon as practicable;

(ii) in the case of a claim by a third party, permit the IProvider, at the IProvider's expense, to handle all negotiations for settlement and, as permitted by Law, to control and direct any settlement negotiation or litigation that may follow; and

(iii) provide all reasonable assistance to the IProvider in the handling of any such negotiations and litigation.

(b) If the IProvider is to handle negotiations or conduct litigation on behalf of the Agency, the IProvider must:

(i) comply with applicable government policy and obligations relevant to the conduct of the litigation and any settlement negotiations as if the IProvider was the Agency (including the Legal Services Directions and any direction issued by the Attorney–General);

(ii) keep the Agency informed of any significant developments relating to the conduct of the defence or settlement of any claim;

(iii) give the Agency all information and documents reasonably requested by the Agency, to enable the Agency to determine whether the defence or

settlement by the IProvider of any claim is being conducted in accordance with applicable government policy and obligations (including any requirements relating to legal professional privilege and confidentiality); and

(iv) comply with any reasonable conditions imposed by the Agency.

22.5 Contribution and mitigation

(a) The IProvider's liability under or in connection with this Head Agreement or an Agency Order (including under the indemnity in clause 22.3) will be reduced proportionately to the extent that any act or omission of the Agency or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

(b) Each party must use all reasonable endeavours to mitigate its losses and expenses arising under or in connection with a breach of this Head Agreement or an Agency Order.

22.6 Proportionate Liability

The parties agree that, to the extent permitted by Law, the provisions of this Head Agreement:

(a) set out the express provisions for their rights, obligations and liabilities with respect to matters to which a Proportionate Liability Law applies; and

(b) exclude, modify and restrict the provisions of a Proportionate Liability Law to the extent of their inconsistency with the Proportionate Liability Law.

Proportionate Liability Law means any of the following:

(a) *Civil Liability Act 2002* (NSW) – Part 4;

(b) *Wrongs Act 1958* (Vic) – Part IVAA;

(c) *Civil Liability Act 2002* (WA) – Part 1F;

(d) *Civil Liability Act 2003* (Qld) – Chapter 2, Part 2;

(e) *Civil Law (Wrongs) Act 2002* (ACT) – Chapter 7A;

(f) *Proportionate Liability Act 2005* (NT);

(g) *Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001* (SA) – Part 3;

(h) *Civil Liability Act 2002* (Tas) – Part 9A;

(i) *Competition and Consumer Act 2010* (Cth) – Part VIA;

(j) *Corporations Act 2001* – Part 7.10, Div 2A; and

(k) *Australian Securities and Investments Commission Act 2001* (Cth) – Part 2, Division 2, Subdivision GA.

23 Security

23.1 General

(a) The IProvider agrees to comply with any applicable security requirements specified in the Protective Security Policy Framework (including those provisions relevant to Commonwealth contracted IProviders), as required by an Agency in an Order.

(b) An Order may include Additional Requirements for security.

(c) The IProvider agrees to implement security procedures to ensure that it meets its obligations under this clause 23 and will provide reasonable details of these procedures to an Agency on request.

23.2 Data security

(a) The IProvider must ensure that:

(i) any Agency Material or Health Material; or

(ii) any Personal Information provided to an IProvider in connection with an Order, including Personal Information of recipients of Vaccines or Other Vaccines,

which is accessed, transmitted or stored using or on the IProvider's or a Subcontractor's information systems is:

(iii) not accessed from or stored outside Australia unless specified in an Order or in a standing written approval from the Agency;

(iv) protected at all times from:

(A) unauthorised access or use by a third party;

(B) misuse, loss, damage or destruction by any person; and

(v) without limiting clauses 12.1(a)(iv) and 23.1(a), afforded protective measures (including administrative, physical, and technical safeguards) that are consistent with Best Industry Practice for the Services provided.

(b) In addition to clause 23.2(a), the IProvider must comply with any data storage Additional Requirements specified by an Agency in an Order.

(c) If required in an Order as an Additional Requirement, the IProvider must provide the Agency with a Data Breach Response Plan.

23.3 Harmful Code

(a) The IProvider must undertake reasonable efforts to detect and prevent any:

(i) unauthorised access to Confidential Information and Personal Information in its systems, and

(ii) any Harmful Code from being introduced by the IProvider, its Personnel or Subcontractors into Health or the Agency's systems or sent from Health or the Agency's systems by the IProvider, its Personnel or Subcontractors, in the course of the Services, including by:

(A) implementing practices and procedures that are consistent with industry best practice for an engagement similar to the Services;

(B) use of appropriate and up-to-date virus detection software for preventing and detecting Harmful Code; and

(C) without limiting paragraph (i) or this paragraph (ii), pro-actively informing itself of developments in threats of Harmful Code, and taking reasonable precautions against such known threats.

(b) If the IProvider becomes aware that any Harmful Code is found to have been detected the IProvider must:

(i) notify Health or the Agency promptly and in any event within 24 hours of discovery;

(ii) provide all information known by the IProvider and reasonably requested by Health or the Agency in relation to the Harmful Code, its manner of introduction and the effect the Harmful Code has had or is likely to have; and

(iii) retain evidence and logs regarding the incident to help in determining the cause, damage and likely source.

(c) The IProvider must perform its obligations under this clause 23.3 at no additional cost to Health or the Agency.

24 Privacy

24.1 Application of the clause

This clause 24 applies only where the IProvider deals with Personal Information when, and for the purpose of, performing the Services, but does not derogate from any obligation the IProvider may have under the Law or under this Head Agreement or an Agency Order in relation to the protection of Personal Information.

24.2 Definitions

In this clause 24:

(a) 'agency';

(b) 'Australian Privacy Principles' or 'APPs';

(c) 'organisation';

(d) 'Privacy Commissioner' and 'Information Commissioner' have the meanings given in the *Australian Information Commissioner Act 2010* (Cth); and

(e) 'registered APP code',

have the same meaning as they have in the Privacy Act; and

(f) 'Privacy Incident' means any actual, apparent, suspected or anticipated:

(i) misuse or loss of, interference with or unauthorised access to, modification of or disclosure of Personal Information;

(ii) breach of clause 24; or

(iii) request, complaint or enquiry made by a regulatory authority or individual to whom the Personal Information relates in relation to the handling of Personal Information,

and includes an 'eligible data breach' as defined in the Privacy Act.

24.3 Obligations

The IProvider acknowledges that is a 'contracted service provider' within the meaning of section 6 of the Privacy Act, and agrees in respect of the performance of the Services:

(a) to collect, use or disclose Personal Information as needed to provide the Services;

(b) to maintain reasonable safeguards against loss, unauthorised access, use, modification or disclosure and other misuse of Personal Information held in connection with this Head Agreement or an Agency Order; and

(c) to comply with, and at all times act in a manner that is consistent with, the obligations contained in the APPs that apply to the IProvider including:

(i) developing and implementing practices, procedures and systems:

(A) to ensure the IProvider complies with the APPs, including conducting privacy impact assessments;

(B) that will enable Health to comply with the APPs; and

(C) that will enable the IProvider to deal with inquiries or complaints from individuals about the IProvider's or the Services' compliance with the APPs or any registered APP code binding on the IProvider; and

(ii) maintaining records of the Personal Information held by the IProvider in relation to this Head Agreement or an Agency Order;

(d) not to do any act or engage in any practice that would breach an APP if done or engaged in by an agency;

(e) to notify individuals whose Personal Information the IProvider holds that complaints about acts or practices of the IProvider may be investigated by the Information Commissioner or the Privacy Commissioner who has power to award compensation against the IProvider in appropriate circumstances;

(f) to immediately notify Health if the IProvider becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 24, whether by the IProvider or any Subcontractor;

(g) not to disclose any Personal Information held in relation to this Head Agreement or an Agency Order to an overseas recipient, without the written prior consent of Health;

(h) to comply with any request under section 95C of the Privacy Act;

(i) to comply with any directions, rules, guidelines, determinations or recommendations of the Information Commissioner or the Privacy Commissioner, to the extent that they are not inconsistent with the requirements of this clause 24; and

(j) to ensure that any the IProvider's Personnel who are required to deal with Personal Information for the purposes of this Head Agreement or an Agency Order are made aware of, and undertake in writing to comply with, the APPs and obligations of the IProvider set out in this clause 24.

24.4 Undertakings relating to Personal Information

Health may at any time require the IProvider to give, and to arrange for the IProvider's Personnel to give, undertakings in writing in a form required by Health, relating to the non-disclosure of Personal Information.

24.5 IProvider's obligations

(a) The IProvider agrees to:

(i) ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Head Agreement or an Agency Order imposes on the Subcontractor the same obligations as the IProvider has under this clause, including the requirement in relation to Subcontracts; and

(ii) if the IProvider receives a request under clause 24.4, it agrees to promptly arrange for all such undertakings to be given.

(b) The IProvider's obligations under this clause are in addition to, and do not restrict, any obligations it may have under the Privacy Act or any privacy codes or privacy principles contained in, authorised by or registered under any law including any such privacy codes or principles that would apply to the IProvider but for the application of this clause.

24.6 Privacy Incidents

Without limiting any other term of this Head Agreement or an Agency Order, if a Privacy Incident occurs, then the IProvider must:

(a) immediately notify Health; and

(b) do all things required by Health in relation to that Privacy Incident.

24.7 Data breach investigations

If:

(a) Health becomes aware, or suspects, that a Privacy Incident has occurred; or

(b) the IProvider has (or ought to have) notified Health of a Privacy Incident in accordance with clause 24.6 ("Privacy Incidents"),

then the IProvider must:

(c) immediately disclose to Health all information relevant to that actual or suspected Privacy Incident (including all relevant information about the processes, procedures, protocols, and security practices and procedures used in the performance of the Services); and

(d) provide reasonable assistance to Health to investigate, respond to and resolve the Privacy Incident.

24.8 Data breach notifications

Unless otherwise required by Law, the IProvider:

(a) acknowledges and agrees that Health is solely responsible for determining whether a Privacy Incident or breach of this clause 24 is an eligible data breach for the purposes of the Privacy Act;

(b) must co-operate with Health to assist it in making the determination referred to in clause 24.8(a);

(c) must co-operate with Health to assist it in meeting notification obligations under the Privacy Act in relation to an eligible data breach; and

(d) must not disclose to any third party (including any Agency) the existence or circumstances surrounding any Privacy Incident or breach of this clause 24 without the prior written approval of Health (not to be unreasonably withheld).

24.9 Return of Personal Information

On expiry or termination of this Head Agreement, the IProvider must:

(a) not use, copy or disclose any Personal Information; and

(b) if requested by Health:

(i) de-identify the Personal Information;

(ii) promptly return to Health all copies of any Personal Information; and / or

(iii) destroy all Personal Information held by the IProvider.

24.10 Subcontracts

The IProvider must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Head Agreement or an Agency Order contains provisions to ensure that the Subcontractor has the same awareness and obligations as the IProvider has under this clause 24 including the requirement in relation to subcontracts.

25 Books and records

(a) The IProvider must keep adequate books and records, in accordance with Accounting Standards, in sufficient detail to enable the amounts payable by an Agency under an Agency Order to be determined.

(b) The IProvider must, in the performance of its obligations under this Head Agreement, and any Agency Order, at all times comply with any applicable requirements of the *Archives Act 1983* (Cth) and any Records Disposal Authority issued under that Act in respect of Commonwealth or Agency records which are under the custody or control of the IProvider.

26 Relationship of parties

(a) The IProvider is not by virtue of this Head Agreement or an Agency Order an officer, employee, partner or agent of the Commonwealth, Health or an Agency, nor does the IProvider have any power or authority to bind or represent the Commonwealth, Health or an Agency, unless specifically authorised in writing by an Agency.

(b) The IProvider or any officer, employee, partner or agent must not:

(i) misrepresent its relationship with the Commonwealth, Health or an Agency;

(ii) engage in any misleading or deceptive conduct in relation to the Services; or

(iii) represent itself as an employee of the Commonwealth, Health or an Agency.

27 Suspension from Panel

27.1 Suspension due to non-compliance

(a) Health may suspend the IProvider from being an Agency IProvider or an Enterprise IProvider or from providing Services under the Panel or acquiring Vaccines under the Panel, by written notice to the IProvider, if:

(i) the IProvider has materially breached this Head Agreement (including a breach of a provision referenced in 21.1(a)) or an Enterprise Order or Health has a right to terminate this Head Agreement or an Enterprise Order;

(ii) the Agency has notified Health that IProvider has materially breached the Agency Order or the Agency has a right to terminate the Agency Order;

(iii) the IProvider has caused or materially contributed to more than 10% of Vaccines provided to the IProvider in any month becoming Wastage;

(iv) Health has received substantiated evidence of continuous or substantial negative feedback from one or more Agency in respect of the performance of the IProvider in connection with the Panel;

(v) Health reasonably considers that the IProvider is not providing the Services to Agencies in accordance with this Head Agreement; or

(vi) Health reasonably considers that the IProvider is not exhibiting the behaviours required under clause 12.5(c).

(b) Any suspension of the IProvider may apply to either or both its capacity as an Agency IProvider or Enterprise IProvider and may be for any period of time.

(c) Before Health suspends the IProvider, Health will:

(i) provide the IProvider with the reasons for any proposed suspension;

(ii) consider any feedback provided by the IProvider within the timeframes reasonably required by Health; and

(iii) allow the IProvider a reasonable opportunity to rectify the issues that would entitle Health to suspend the IProvider, within the timeframes reasonably required by Health.

(d) If the IProvider is suspended:

(i) the IProvider must not issue an Enterprise Order Request for Vaccines;

(ii) the IProvider must not enter into any Agency Order in respect of the suspended Services;

(iii) the IProvider must promptly notify Health if it receives any request to enter into an Agency Order or any Request for Quotation in respect of the suspended Services;

(iv) must not respond to the request to enter into an Agency Order or Request for Quotation (other than to inform the requesting party that the IProvider is not able to respond to that request); and

(v) all other provisions of this Head Agreement and any existing Agency Orders not affected by the suspension continue.

(e) Health may at any time lift a suspension by notifying the IProvider. Health must lift the suspension promptly after the IProvider demonstrates to Health's reasonable satisfaction that the IProvider has rectified the issues that caused the suspension.

(f) If:

(i) any suspension is not lifted within three calendar months;

(ii) Health has reasonable grounds to believe that the IProvider no longer supplies Services that meet the requirements for particular Services; or

(iii) the IProvider requests,

then Health may withdraw approval of the IProvider in respect of the relevant Services by written notification to the IProvider, and the IProvider agrees to promptly (and at its cost) enter into a variation to this Head Agreement to give effect to this.

28 Termination

28.1 Termination of Head Agreement or an Enterprise Order for default

(a) Health may, with immediate effect, terminate this Head Agreement or an Enterprise Order for default, by written notice to the IProvider, if:

(i) the IProvider commits a material breach of a provision of this Head Agreement or an Enterprise Order which is not capable of remedy;

(ii) the IProvider commits a material breach of a provision of this Head Agreement or an Enterprise Order which is capable of remedy, but where the IProvider fails to remedy the breach within 10 Business Days, unless otherwise agreed by Health, after being given written notice by Health to remedy the breach;

(iii) the IProvider commits a breach of a provision of this Head Agreement or an Enterprise Order which is capable of remedy, but where the IProvider fails to remedy the breach within 30 days after being given written notice by Health to remedy the breach;

(iv) the IProvider becomes aware that Personnel or Subcontractors of the IProvider have committed a breach of national security or without written authorisation released Commonwealth Confidential Information to a third party;

(v) the IProvider is found to have provided false or misleading information to Health or an Agency in respect of any aspect of their participation on the Panel;

(vi) the IProvider being a corporation, subject to Health complying with any requirements under the Corporations Act, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act, or has an order made against it for the purpose of placing it under external administration;

(vii) Health is prevented from recovering any losses or other damages as a result of the application of clause 22.1;

(viii) the IProvider being an individual or partnership, becomes bankrupt or enters into a scheme of arrangement with creditors; or

(ix) the IProvider in Health's reasonable opinion, no longer has the capacity and capability to provide the Services in accordance with this Head Agreement or an Enterprise Order.

(b) Without limitation, for the purposes of clause (a), a breach of the following clauses will constitute a material breach of this Head Agreement that is not capable of remedy:

(i) clause 18 (Commonwealth Laws and policy requirements);

(ii) a warranty provided for in clause 20;

(iii) clause 23 (Security);

(iv) clause 24 (Privacy);

(v) clause 35 (Intellectual Property);

(vi) clause 36 (Moral Rights);

(vii) clause 37 (Confidentiality); and clause 6 (Vaccination specific requirements) of Schedule 2 (Services).

(c) If this Head Agreement or an Enterprise Order is terminated for default:

(i) the IProvider may no longer participate, from the date of the termination, in the Panel with respect to entering any new Agency Order to provide Services to Agencies or an Enterprise Order; and

(ii) any existing Agency Order with the IProvider under the Panel terminates for default as well.

28.2 Termination of an Agency Order for default

(a) If the IProvider fails to satisfy any of its obligations under an Agency Order, and the Agency considers that the failure is:

(i) not capable of remedy, the Agency may, by notice terminate the Agency Order immediately; or

(ii) capable of remedy, the Agency may, by notice require that the failure be remedied within a reasonable time as specified in the notice and, if not remedied within that time, may terminate the Agency Order immediately by giving a second notice.

(b) The Agency may also by notice, terminate an Agency Order immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the IProvider:

(i) being a corporation, subject to the Agency complying with any requirements under the *Corporations Act 2001* (Cth), comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act, or has an order made against it for the purpose of placing it under external administration;

(ii) being an individual or partnership, becomes bankrupt or enters into a scheme of arrangement with creditors; or

(iii) is terminated for default under clause 28.1.

(c) The IProvider may only terminate an Agency Order by issuing a notice to terminate if:

(i) the Agency has not paid a correctly rendered Tax Invoice that is not disputed by the Agency within 40 Business Days after payment was due (**Payment Due Date**) provided that the IProvider has:

(A) notified the Agency in writing of its claim for payment at least 20 Business Days after the Payment Due Date (or such other period specified in the Order); and

(B) subsequently notified the Agency at least 40 Business Days after the Payment Due Date (and at least 10 Business Days has elapsed since this subsequent notice was provided) (or such other periods specified in the Order); or

(ii) the Agency breaches a material provision and has failed to remedy the breach within 40 Business Days or such other period agreed by the parties after receiving a notice requiring it to remedy the breach.

28.3 Termination or reduction of Head Agreement or an Enterprise Order for convenience

(a) Health may terminate this Head Agreement, or reduce the scope of Services provided on the Panel, for any reason on 30 days prior written notice to the IProvider.

(b) Health may terminate or reduce the scope of an Enterprise Order, for any reason, on 10 days prior written notice to the IProvider.

28.4 Termination or reduction of Agency Order for convenience

(a) An Agency may by 10 Business Days' notice, at any time terminate an Agency Order, or reduce the scope of any Ordered Services.

(b) The IProvider agrees, on receipt of a notice of termination or reduction:

(i) to stop or reduce work as specified in the notice;

(ii) to use all reasonable endeavours to mitigate its costs incurred as a result of such termination or reduction; and

(iii) to continue work on any part of any Ordered Services not affected by the notice.

(c) In the event of termination under clause 28.4(a), the Agency will be liable only:

(i) to pay any Service Charges due under an Agency Order relating to Ordered Services completed before the date of termination.

(ii) unless otherwise specified in an Order, where the event of termination occurs after the IProvider has incurred costs in anticipation of performing Ordered Services but before those Ordered Services have been completed, and:

(A) if the Agency Order had not been terminated, the IProvider would have received a payment under the Agency Order in respect of those costs; and

(B) the IProvider is able to substantiate the relevant costs to the reasonable satisfaction of the Agency,

then the Agency will pay Service Charges for the Ordered Services that have not been performed and in respect of which the costs were incurred calculated as the Service Charges that would have been payable had the Ordered Services been completed; and

(iii) to the extent not recovered under clause 28.4(c)(i), the costs properly, unavoidably and directly incurred as a result of such termination or reduction (excluding: (i) the cost of redundancies, redeployment or other costs associated with employment actions taken as a result of the termination or reduction (ii) the costs of termination of subcontractors; and (iii) costs relating to premises) and which can be substantiated to the Agency's reasonable satisfaction.

(d) The Agency will not be liable to pay amounts under clause 28.4(c) which would, added to any Service Charges already paid to the IProvider under an Agency Order, together exceed the Service Charges specified in an Order.

(e) In the event of a reduction in the scope of any Ordered Services, the Agency's liability to pay Service Charges, allowances or costs under any relevant Agency Order will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Ordered Services.

(f) The IProvider will not be entitled to compensation for loss of prospective profits.

28.5 Effect of expiration, termination, or reduction

(a) The expiration or termination in scope of this Head Agreement automatically terminates any Agency Order entered into with an Agency pursuant to this Head Agreement prior to the date of expiration, termination, or reduction, subject to rights and obligations expressed to survive expiration or termination of the Agency Order.

(b) Where this Head Agreement has been:

(i) terminated or has expired in accordance with this clause 28, the IProvider must not accept a new Order or an extension of an existing Order entered into with an Agency prior to the date of termination or expiration; or

(ii) terminated or has expired in accordance with this clause 28, the IProvider must not issue a new Enterprise Order Request or an extension of an existing Enterprise Order entered into prior to the date of termination or expiration; or

(iii) reduced in scope in accordance with clause 28.3, the IProvider must not accept a new Order or an extension of an existing Order entered into with an Agency prior to the date of reduction where such Order relates to Services under from which the IProvider has been removed.

(c) Upon notice of:

(i) termination, Health will promptly remove the IProvider from the Panel; or

(ii) reduction in scope, Health will promptly remove the IProvider as either an Agency IProvider or an Enterprise IProvider, as applicable.

29 Issue and dispute resolution

29.1 Interpretation

In this clause 29, a reference to a 'party' is a reference to the IProvider, Health or an Agency, as the case may be.

29.2 Escalation of issues to Health

Where the IProvider is unable to resolve a complaint or issue with an Agency, the IProvider, or the Agency, may request that Health intervenes to assist in resolving the issue. Health will not be the independent third person referred to in clause 29.3.

29.3 Procedure for dispute resolution

The parties agree that a dispute arising under this Head Agreement or an Agency Order will be dealt with as follows:

(a) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

(b) each party will use genuine steps to resolve any dispute by direct negotiation in the first instance;

(c) if the dispute cannot be resolved, each party will nominate a representative not having any prior involvement in the dispute;

(d) the representatives will use genuine steps to try to settle the dispute by direct negotiation between them;

(e) failing settlement within 10 Business Days after the nomination of a representative in accordance with clause 29.3(c), the parties may agree to refer the dispute to an independent third person with power:

(i) to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or

(ii) to mediate and recommend some form of non-binding resolution;

(f) the parties will cooperate fully with any process instigated under clause 29.3(e) in order to achieve a speedy resolution; and

(g) if:

(i) a resolution is not reached within 20 Business Days after the dispute is referred to an independent third person in accordance with 29.3(e); or

(ii) if no agreement as to an independent third person or resolution of dispute is reached following 30 Business Days commencing on the nomination of a representative in accordance with clause 29.3(c),

either party may commence legal proceedings.

29.4 Costs

Each party will bear its own costs of complying with this clause 29 and the parties will bear equally the cost of any third person engaged under clause 29.3(e).

29.5 Continued performance

Despite the existence of a dispute, the IProvider will (unless requested in writing by an Agency not to do so) continue to perform any Ordered Services.

29.6 Exemption

This clause 29 does not apply to:

(a) action by an Agency under or purportedly under any clause relating to termination, whether for convenience or for default; or

(b) legal proceedings by either party seeking urgent interlocutory relief.

30 Audit and access

30.1 Right to conduct audit

(a) The IProvider agrees to provide access to the IProvider's premises to conduct audits relevant to the performance of the IProvider for:

(i) this Head Agreement or an Enterprise Order, to Health, or a person or organisation nominated by Health; or

(ii) an Agency Order, to Health, the Agency's Representative or a person or organisation nominated by the Agency.

(b) Audits may be conducted of:

(i) the IProvider's operational practices and procedures as they relate to this Head Agreement and any Agency Order;

(ii) the Service Charges and the accuracy of the IProvider's invoices and reports in relation to the provision of Services under this Head Agreement and any Agency Order;

(iii) the IProvider's compliance with the requirements in Schedule 2 (Services);

(iv) the IProvider's compliance with its confidentiality, privacy, security and other obligations under this Head Agreement and any Agency Order;

(v) the IProvider's obligation to supply the Ordered Services as detailed in the Order in accordance with relevant Australian Standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines as required under clause 12.1(a)(iv); and

(vi) Material (including accounts and records) in the possession of the IProvider relevant to the Services or this Head Agreement or any Agency Order.

(c) The rights referred to in clause 30.1(a) are subject to:

(i) Health or an Agency (as applicable) providing reasonable prior notice;

(ii) reasonable security procedures being in place at the premises;

(iii) restrictions on access under applicable Laws; and

(iv) if reasonably required by the IProvider, execution of a deed of confidentiality by the persons to whom access is given.

(d) The Auditor-General, the Information Commissioner, and their delegates are persons authorised for the purposes of this clause 30.

(e) Despite any other clause in this Head Agreement or an Agency Order, the IProvider is not required to disclose to an auditor any IProvider Proprietary Information or any other information which, if disclosed, would cause the IProvider to breach any mandatory regulations or applicable Laws.

(f) This clause 30 does not detract from the statutory powers of the Auditor-General, the Information Commissioner and their delegates.

31 Conflict of Interest

(a) The IProvider warrants that, to the best of its knowledge after making diligent inquiry at the Agency Order Commencement Date or Enterprise Order Commencement Date (as applicable), no Conflict of Interest except as disclosed in writing to the relevant Agency, exists or is likely to arise in the performance of the Ordered Services.

(b) The IProvider must use its best endeavours (including making all appropriate enquiries) to ensure that:

(i) a situation does not arise which may result in a Conflict of Interest; and

(ii) any Personnel and Subcontractors of the IProvider do not engage in any activity or obtain any interests likely to conflict with or restrict the IProvider in providing the Ordered Services to an Agency fairly and independently.

(c) If a Conflict of Interest arises, or appears likely to arise, the IProvider agrees:

(i) to notify the relevant Agency immediately;

(ii) to the extent possible, make full disclosure of all relevant information relating to the Conflict of Interest; and

(iii) to take any steps the relevant Agency reasonably requires to resolve or otherwise deal with the Conflict of Interest.

(d) If the IProvider fails to notify an Agency in accordance with clause 31(c)(i) or does not comply with the Agency's reasonable requirements to resolve or otherwise deal with the Conflict of Interest, the Agency may terminate the relevant Agency Order or Agency Orders in accordance with clause 28.2 (Termination of Contract for Default).

32 Service Charges and payment

32.1 Service Charges

(a) All Service Charges are inclusive of GST.

(b) Health must pay any Infrastructure Fee to the IProvider in accordance with clause 4 of Schedule 4 (Pricing).

(c) The other Service Charges for the Services that have been provided by an IProvider in accordance with an Order are calculated in accordance with Schedule 4 (Pricing) and are payable by Health or an Agency (as required under Schedule 4 (Pricing)) in accordance with Schedule 4 (Pricing) and this clause 32.

(d) Subject to clauses 10.2(f), 10.2(f)(i) and 12.2, the Service Charges specified in Schedule 4 (Pricing) are the maximum Service Charges that may be charged under an Agency Order, unless adjusted in accordance with clause 6 of Schedule 4 (Pricing).

(e) Except as expressly provided in an Agency Order, the IProvider is not entitled to charge an Agency for any fees, charges, costs or expenses in addition to the Service Charges.

(f) The IProvider must not impose any charge in respect of either the Vaccine (or any Other Vaccine) or its administration directly on an individual person being vaccinated.

32.2 Invoicing

(a) The IProvider must submit a correctly rendered Tax Invoice to the Agency and to Health (as applicable) in accordance with the requirements in an Agency Order. If a Tax Invoice is not correctly rendered, the Agency or Health (as applicable) will return it to the IProvider for correction and resubmission.

(a) Each invoice must meet the requirements of a Tax Invoice as set out in the A New Tax System (*Goods and Services Tax*) Act 1999 (Cth) and *the A New Tax System* (*Goods and Services Tax*) *Regulations Act 1999* (Cth) and in a form approved by Health, which includes the following information:

(i) the amount of Service Charges relating to the Services;

(ii) the information required by the Agency or Health (as applicable) to verify the calculation of the Service Charges;

(iii) the Order number;

(iv) the name of the Agency Representative; and

(v) such other information as the Agency requires.

(b) The IProvider must submit all invoices by email to the contact and address specified in the Order.

32.3 Payment terms

Unless the Agency Order states otherwise, the Agency or Health (as applicable) will pay the IProvider in accordance with the timeframes in Schedule 4 (Pricing) an where no timeframe is specified, as described in the Australian Government's *Supplier Pay on-Time or Pay Interest Policy* available at https://www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmg-417 (or applicable superseding policy).

32.4 No double payments

The IProvider acknowledges it is not entitled to payment from any other Commonwealth sources or state, territory or local government bodies (including Health or any Agency) for

providing the same services as those provided under an Agency Order except as contemplated under this Head Agreement, and Health may require the IProvider to provide evidence, in a form acceptable to Health, which proves that the IProvider is not so entitled or has not so claimed. In particular, the IProvider must ensure that the IProvider or Personnel engaged by the IProvider to administer the Vaccine or Other Vaccine does not make a separate claim for payment under any Commonwealth or State or Territory scheme or program, including Medicare.

33 GST and taxes

33.1 GST

Words or expressions used in this clause 33 which are defined in the GST Act have the same meaning in this clause 33.

(a) Unless described otherwise in this Head Agreement or an Order, any consideration to be paid for a supply made under or in connection with this Head Agreement or an Agency Order is 'GST inclusive'.

(b) Despite any other provision in this Head Agreement or an Order, if a party (**Supplier**) makes a supply under or in connection with this Head Agreement on which GST is imposed (not being a supply described in this Head Agreement as 'GST inclusive'):

(i) the consideration payable or to be provided for that supply under this Head Agreement but for the application of this clause 33.1(b) (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable on the supply (**GST Amount**); and

(ii) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

(c) The Recipient need not make a payment for a taxable supply made under or in connection with this Head Agreement until the Supplier has given the Recipient a Tax Invoice for the supply to which the payment relates.

33.2 Other taxes

Except as provided by this clause 33, the IProvider agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Head Agreement or an Agency Order.

34 Commonwealth Laws and policy requirements

34.1 Indigenous Procurement

(a) This clause 34 will apply unless otherwise stipulated in an Agency Order.

(b) It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).

(c) The IProvider must use its reasonable endeavours to increase its:

(i) purchasing from Indigenous Enterprises; and

(ii) employment of Indigenous Australians,

in the delivery of the Services.

(d) Purchases from Indigenous Enterprises may be in the form of engagement of an Indigenous Enterprise as a subcontractor, and the use of Indigenous suppliers in the IProvider's supply chain.

(e) For any RFQs or Orders valued at $7.5 million or more the Mandatory Minimum Requirements of the Indigenous Procurement Policy apply.

34.2 Black Economy Policy

(a) This clause 34.2 is only applicable to Commonwealth Agencies.

(b) In this clause 34.2:

Black Economy Procurement Connected Policy	means the *Black economy – increasing the integrity of government procurement*: *Procurement connected policy guidelines March 2019* available at https://treasury.gov.au/publication/p2019-t369466.
Satisfactory	means meets the conditions set out in Part 6.b of the Black Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Black Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy.
Statement of Tax Record	means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.
Valid	means valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.

(c) The IProvider must hold a Valid and Satisfactory Statement of Tax Record at all times during the Head Agreement Period and, on request by Health or an Agency, provide to Health or an Agency a copy of any such Statement of Tax Record.

(d) Without limiting its other rights under this Head Agreement or at law, any failure by the IProvider to comply with the requirements outlined in clause 19.4(c) will be a breach of this Head Agreement.

34.3 Australian Industry Participation

(a) This clause 34.3 is only applicable to Commonwealth Agencies.

(b) Clause 34.3 applies to any Agency Orders issued under this Head Agreement with a value of $20 million or more.

(c) Where stated in an Agency Order, the Australian Industry Participation (AIP) National Framework principles, including the requirement to submit an Australian Industry Participation Plan will apply. More information on AIP plan requirements can be found at www.industry.gov.au/aip.

35 Intellectual Property rights

35.1 Use of Agency Material

(a) The Agency agrees to provide Agency Material to the IProvider as specified in an Order or as otherwise agreed by the Agency.

(b) The Agency grants (or will procure) a royalty-free, non-exclusive licence for the IProvider and its Personnel and Subcontractors to use, reproduce and adapt Agency Material for the purposes of an Agency Order.

(c) The IProvider agrees to ensure Agency Material is used strictly in accordance with any conditions or restrictions specified in an Order and any direction from the Agency.

35.2 **Use of Health Material**

(a) Health grants (or will procure) a royalty-free, non-exclusive licence for the IProvider and its Personnel and Subcontractors to use, reproduce and adapt Health Material for the sole purposes of exercising its rights and complying with its obligations under this Head Agreement during the term of this Head Agreement.

(b) The IProvider agrees to ensure Health Material is used strictly in accordance with any conditions or restrictions specified by Health.

35.3 Rights in Contract Material

(a) Subject to clause 35.3(b), and except to the extent stated otherwise in the Order, Intellectual Property in all Contract Material vests or will vest in the IProvider.

(b) Clause 35.3(a) does not affect the ownership of Intellectual Property in:

(i) any Health Material incorporated into Contract Material;

(ii) any Agency Material incorporated into Contract Material; or

(iii) any Existing Material.

(c) The IProvider grants to the Agency and Health a permanent, irrevocable, world-wide, royalty-free, non-exclusive licence, to use, reproduce, adapt, modify, distribute and communicate:

(i) the Contract Material; and

(ii) any Existing Material incorporated into the Contract Material, in conjunction with the Contract Material,

for any Commonwealth purpose (other than for commercial exploitation). Unless stated otherwise in an Order, the licence is transferable and includes a right of sublicense.

(d) The IProvider must not charge an Agency or Health for Material developed for another Agency under the Panel.

(e) The IProvider warrants that:

(i) it is entitled; or

(ii) it will be entitled at the relevant time,

to deal with the Intellectual Property in the Existing Material and Contract Material in the manner provided for in this clause 35.3.

35.4 Restrictions on third party use of Contract Material

(a) An Order may impose restrictions on third party use of Contract Material, where that is appropriate in the context of the Services. An Agency must comply with any such restrictions, where agreed in an Order.

(b) An Agency's use of the name, trade name or logo of the IProvider may be limited as set out in an Order.

36 Moral Rights

36.1 General

(a) Where the IProvider is a natural person and the author of the Contract Material, he or she consents to the performance of the Permitted Acts by the Agency or Health or any person claiming under or through the Agency.

(b) If clause 36.1(a) does not apply, the IProvider must ensure that each author of the Contract Material (including the Personnel or a Subcontractor used by the IProvider in the provision of the Services) consents in writing to the use of the Contract Material by the Agency or Health for the Permitted Acts, even if such use would otherwise be an infringement of their Moral Rights.

(c) This clause 36 does not apply to any Agency Material or Health Material incorporated in the Contract Material.

36.2 Permitted Acts

(a) In this clause 36, 'Permitted Acts' means:

(i) not attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));

(ii) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;

(iii) reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and

(iv) adding any additional content or information to the Contract Material.

37 Confidentiality

37.1 Disclosure of Confidential Information

(a) Subject to clause 37.2, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.

(b) In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

37.2 Exceptions to obligations

The obligations of each party under this clause 37.1 will not be taken to have been breached to the extent that Confidential Information:

(a) is disclosed by a party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Head Agreement or any Agency Order or, in the case of Health, any supply agreement with a Vaccine supplier;

(b) is disclosed to a party's internal management or internal business services Personnel, solely to enable effective management or auditing of Head Agreement-related or Agency Order-related activities or to advisers for advice in connection with this Head Agreement or an Agency Order, or to a party's insurers and their advisers in connection with any claim or apprehended claim against a party;

(c) is shared by Health or an Agency within Health or that Agency, or with another Agency, if this serves the Commonwealth's or the Agency's legitimate interests**;**

(d) which is pricing information provided by the IProvider to Health or an Agency (including the Service Charges) is disclosed by Health on a website administered or

controlled by Health (including the VAPP Panel website) or it otherwise provided by Health to potential customers of IProvider;

(e) is disclosed by Health or an Agency to a Commonwealth Minister and his or her advisers;

(f) is disclosed by Health or an Agency in response to a request from a House or a Committee of the Parliament of the Commonwealth, or from a State or Territory Parliament or Assembly if the relevant Agency is a State or Territory Agency;

(g) is disclosed in circumstances where disclosure is authorised or required by Law, including under this Head Agreement or any Agency Order, under a licence or otherwise, to be disclosed; or

(h) is in the public domain otherwise than due to a breach of this clause 37.

37.3 Obligations on disclosure

(a) Where a party discloses Confidential Information to another person pursuant to clauses to 37.2(a) to 37.2(c), the party will notify the receiving person that the information is confidential.

(b) To avoid doubt, clause 37.2(c) includes the sharing of performance information between Agencies as envisaged by clause 13 and disclosure of information in order to administer and meet the objectives of the Panel, including disclosure of the terms of this Head Agreement. Agencies will be informed that such information is Confidential Information. Health will not be liable for any breach of confidentiality obligations by Agencies (but this does not limit the IProvider's right to make a claim against the relevant Agency for such a breach).

37.4 No reduction in privacy obligations

Nothing in this clause 37 limits any obligation which either party may have under statute including the Privacy Act, any applicable State or Territory privacy legislation, or under an Agency Order, in relation to the protection of Personal Information.

37.5 Written undertaking

The IProvider agrees, on request by an Agency at any time, to arrange for its Personnel who will have access to Confidential Information, to give a written undertaking in a form acceptable to the Agency relating to the use and non-disclosure of Confidential Information.

37.6 Agency Confidential Information

(a) The IProvider agrees to secure all Agency Confidential Information in its possession or control against loss and unauthorised access, use, modification or disclosure.

(b) At the expiry or early termination of an Agency Order, unless instructed otherwise by the Agency and subject to clause 37.6(c), the IProvider must immediately return all Agency Confidential Information in its possession or control to the Agency.

(c) Unless otherwise specified in an Agency Order, the IProvider may retain one copy of Agency Confidential Information to the extent included in the Contract Material for its professional record keeping obligations, for insurance purposes or as otherwise required by Law.

38 Notices and other communications

38.1 Service of notices

(a) A notice must be in writing and is deemed to have been given if:

(i) it is delivered by hand, on the date on which it is delivered;

(ii) it is sent by post, on the day upon which it would be delivered in the normal course of post; or

(iii) transmitted electronically, with proof of a successful transmission (provided that the sender does not receive subsequent notification that that the notice failed to transmit).

(b) The address for service of notice of each party of this Head Agreement is set out in Item 7 of Schedule 1 (Head Agreement Details), or such other address as is notified by the party from time to time.

(c) The address for notices for an Agency will be set out in an Order issued by the Agency to the IProvider.

38.2 Variations

(a) Health can propose a variation to this Head Agreement by issuing a Deed of Variation in the format provided in Schedule 10 (Deed of Variation).

(b) The IProvider can propose a variation to this Head Agreement by issuing a Deed of Variation in the format provided in Schedule 10 (Deed of Variation).

(c) Not used.

(d) Variations to this Head Agreement will become effective on the date the last party signs the Deed of Variation.

(e) An Agency Order may not be varied unless the Agency and the IProvider have agreed to that variation in writing, which may be in the format provided in Schedule 6A (Order Variation Template).

39 Miscellaneous

39.1 Entire Agreement

(a) In respect of Administration of Vaccine Services, this Head Agreement and each Agency Order constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

(b) In respect of Enterprise Orders, this Head Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

39.2 Survival

The following clauses survive the expiry or termination of this Head Agreement or any Agency Order:

(a) any clause expressly stated to survive, or which by its nature or operation survives, the expiry or termination of this Head Agreement or any Agency Order, in accordance with that clause;

(b) any provision relating to liability or indemnity;

(c) 12.4 (Inquiries);

(d) 21 (Insurance);

(e) 23 (Security);

(f) 24 (Privacy);

(g) 25 (Books and records);

(h) 28 (Termination);

(i) 29 (Issue and dispute resolution);

(j) 30 (Audit and access);

(k) 35 (Intellectual Property Rights);

(l) 37 (Confidentiality);

(m) 39 (Miscellaneous); and

(n) any other provision which expressly or by implication from its nature is intended to continue.

39.3 Assignment and novation

The IProvider must not assign or novate its rights or obligations:

(a) under this Head Agreement or under an Enterprise Order without the prior written consent of Health; or

(b) under an Agency Order without the prior written consent of the relevant Agency.

39.4 Waiver

(a) A failure or delay by a party to exercise any right or remedy it holds under this Head Agreement, or any Agency Order, at law does not operate as a waiver of that right.

(b) A single or partial exercise by a party of any right or remedy it holds under this Head Agreement, or any Agency Order, or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

39.5 Announcements

The IProvider must, before making a public announcement in connection with this Head Agreement or any Agency Order, or any transaction contemplated by this Head Agreement or any Agency Order, obtain Health's, or in the case of an Agency Order the relevant Agency's, written agreement to the public announcement.

39.6 Governing Law and jurisdiction

This Head Agreement, and any Agency Order, is to be construed in accordance with, and any matter related to it is to be governed by, the law of the New South Wales, or any other Australian jurisdiction specified in the Order.

39.7 Costs, duties and taxes

Each party must pay its own costs of negotiating, preparing and executing this Head Agreement and any Agency Order.

39.8 Counterparts

This Head Agreement may be executed in counterparts. All executed counterparts constitute one document.

Schedule 1 Head Agreement Details

Item 1 (clause 1.1)	**Head Agreement Commencement Date** The date the Head Agreement is signed by the last party.
Item 2 (clause 1.1)	**Panel Manager** Therese Richards Director (Acting) 02 6289 8513 Therese.richards@health.gov.au
Item 3 (clause 1.1)	**Health Senior Executive** Jane Wagner Assistant Secretary (Acting) 02 6289 1901 Jane.wagner@health.gov.au
Item 4 (clause 1.1)	**IProvider's Representative** {. . .} {. . .} {. . .} {. . .}
Item 5 (clause 1.1)	**IProvider's Senior Executive** {. . .} {. . .} {. . .} {. . .}
Item 6 (clause 1.1)	**IProvider's Agency Contact** {. . .} {. . .} {. . .} {. . .}

Item 7 (clause 38)	**Address for notices** (a) **Health** Therese Richards Director (Acting) Furzer Street, Philip Therese.richards@health.gov.au (b) **IProvider** {. . .} {. . .} {. . .} {. . .}
Item 8 (clause 1.1) (definition of Vaccine)	**Vaccines** Pfizer, Moderna, AstraZeneca and Novavax (as applicable).
Item 9 (clause 1.1) (definition of Agency IProvider)	**Model A – Agency IProvider** [Yes][No]
Item 10 (clause 1.1) (definition of Enterprise IProvider)	**Model B – Enterprise IProvider** [Yes][No]
Item 11 (clause 5, Schedule 2)	**National Outbreak Response Option** {. . .}
Item 12 (clause 21)	(a) public liability insurance for an amount not less than $20 million per claim and unlimited in aggregate including for the provision of security services; (b) professional indemnity insurance which is for an amount not less than $20 million per claim and in the aggregate, unless specified otherwise in an Order; (c) if it is a medical practice, or owns or operates a medical practice, medical practice indemnity insurance for an amount of not less than $20 million per claim and in the aggregate; (d) all risks property insurance covering Inventory in the care, custody or control of the IProvider against loss, damage or destruction for all commercially insurable risks, for the full replacement value of such Inventory; (e) where the IProvider will be responsible for transport of the Inventory, transit insurance covering Inventory in the care, custody or control of the IProvider, to the extent not insured in the insurance referred to in paragraph (c); (f) if motor vehicles are used in the provision of the Services, comprehensive motor vehicle liability insurance up to $5 million each and every occurrence; and

	(g)	insurance covering any property not referred to in paragraph (d), against loss, damage or destruction for all commercially insurable risks for an amount not less than their full replacement value.
Item 13 (clause 21.1(g)(i)(B))	As specified in an Order (if applicable).	
Item 14 (clause 3.1(a) or 3.2(a))	**Location and Sector** **Location:** Each MM area in each jurisdiction for which an hourly rate is listed in Annexure A of Schedule 4 (Pricing Schedule) **Nominated Industry Sectors and Population Groups:** Industry Sectors: Population Groups:	
Item 15 (clause 4, Schedule 4 (Pricing))	**Infrastructure Payment** {. . .} (GST exclusive)	

Schedule 2 Administration of Vaccine Services

1 Definitions

1.1 Definitions

In this Schedule 2, the following defined terms apply:

Ancillary Consumables means:

(a) materials that are necessary or desirable for use in the administration of Vaccines, including syringes, needles, sharps disposal containers, Personal Protective Equipment and associated materials, as well as supporting products such as saline and adrenaline; and

(b) specific consumables required in accordance with advice from the Australian Technical Advisory Group on Immunisation (ATAGI).

Australian Immunisation Register or AIR means the Australian Immunisation Register administered under the Australian Immunisation Register Act 2015 (Cth).

Clinician means a doctor, nurse or pharmacist.

Data Solution Provider means an entity that has entered into an agreement Health (or otherwise with the Commonwealth or an Agency) to provide an IT solution relating to the COVID-19 Vaccine Rollout.

Eligible Person means an individual that is deemed under the Vaccination Policy, Therapeutic Goods Administration and any Australian Technical Advisory Group on Immunisation (ATAGI) advice to be eligible to be administered the Vaccine at the time of administration.

Follow Up Appointment means an appointment subsequent to an Initial Appointment for the purposes of administering the second or booster dose of the Vaccine.

Logistics Provider means a contractor that has entered into an agreement with Health (or otherwise with the Commonwealth or an Agency) to provide logistics solutions relating to the COVID-19 Vaccine Rollout.

Initial Appointment means the first appointment of an Eligible Person for the purposes of being administered the Vaccine.

Inventory Recalls means a recall of Inventory issued by the supplier of a Vaccine, Health or an Agency (including the Therapeutic Goods Administration) which will require action from the IProvider.

Offsite Storage Facility means a site approved by Health in accordance with clause 3.6 of Schedule 2 (Services) for the storage of Inventory.

Personal Protective Equipment means products used for infection control and/or other protective purposes, including gloves, masks and goggles.

Specifications means information, specifications or instructions relating to the Inventory (including in relation to administration, storage, stability, integrity, unpacking or re-icing) supplied or produced by the manufacturer of the Inventory or otherwise provided by Health from time to time.

Vaccine Administration Partners Program Excess and Transfer of Doses Policy or VAPP Excess and Transfer of Doses Policy means any guidance relating to the management of excess doses or the transfer of doses set out in the System and/or the VAPP Manual.

1.2 General Requirements

Without limiting any of its other obligations under this Head Agreement, the Iprovider must:

(a) provide the Services and perform all obligations and requirements set out in this Services Schedule;

(b) perform all work required of it under an Agency Order:

(i) so as to ensure that the Services are provided to a standard of quality not less than industry best practice for services of the same type as the Services and in a timely manner, including meeting all timeframes specified in the Agency Order or imposed by Health; and

(ii) in accordance with the specific requirements of the supplier of the Vaccine and any other requirements and standards in this Head Agreement, including the Specifications;

(c) ensure that at all times the Vaccine delivered to an Offsite Storage Facility or in use at a Vaccination Site is under the care, custody and control of the Iprovider from the time of delivery in accordance with clause 3.4 of this Schedule 2 (Services) until the Vaccine is consumed or returned to Health, as the case may be;

(d) without delay, notify and fully disclose to Health in writing any event or occurrence actual, likely or threatened, arising during the Head Agreement Period, which could, or could reasonably be considered to, have an actual or likely adverse effect on or otherwise compromise the:

(i) safety, integrity and efficacy of Inventory;

(ii) Iprovider's ability to:

(A) provide the Services, including delivering Services during an Emergency; or

(B) perform any of its obligations under this Head Agreement; or

(iii) identification of issues as required under this clause 1.2 of Schedule 2 (Services);

(e) ensure that at all times it uses appropriately qualified, trained, authorised and credentialed Personnel to provide the Services, considering the nature of the obligations imposed on the provision of the Services and the activities of those Personnel; and

(f) use its reasonable endeavours to ensure that the second dose of Vaccine (where applicable) is administered to patients within the manufacturer's timeframe in accordance with the Specifications, except that the Iprovider is not in breach of this obligation in respect of a person who is unable to receive the second dose of Vaccine (including where the person is deceased, had an adverse event following the first dose or second dose is otherwise contrary to medical advice).

1.3 Iprovider performance related warranties

(a) The Iprovider represents and warrants, as at the date of signing this Head Agreement and as at each day during the Head Agreement Period, that:

(i) its Personnel who are involved in the Services comply with the requirements of this Head Agreement;

(ii) it will ensure that all Iprovider Personnel who are involved in the supply of the Services:

(A) have completed the Training, including requirements set out in this Schedule 2 (Services);

(B) are qualified to supply the part of the Services that they are required to perform;

(C) administer, store and otherwise handle the Vaccine in accordance with the Training and the Specifications;

(D) are authorised to administer the Vaccines in each State and Territory that the Vaccines are to be administered

(E) have, and will continue to have and use, the necessary experience, skill, knowledge, qualifications and competence to perform the Services in an efficient and controlled manner with a high degree of quality and responsiveness that would be expected of a professional provider of any such service;

(F) have access to, and will continue to have access to and use in the provision of the Services, any standard operating procedures and other relevant instructional material in relation to the performance of the Services, and be trained and suitably equipped, as required to perform the Services;

(G) hold and maintain such licences, permits, approvals, insurances and registrations as are required under any State, Territory or Commonwealth legislation to perform the Services; and

(H) are fit and proper persons to perform their designated roles.

(I) except to the extent otherwise agreed by Health, to the extent a person has been engaged by the Iprovider through a labour hire arrangement to provide the Services in a jurisdiction, the labour hire agency is contracted by the relevant State or Territory to provide labour hire services in that jurisdiction; and

(iii) the assets and infrastructure used in delivering the Services:

(A) are fit for the purposes of delivering the Services in accordance with the requirements of this Head Agreement;

(B) are, and will continue to be, appropriately maintained and serviced; and

(C) are, and will continue to be supported by appropriate systems and supports including IT, risk management, and governance arrangements.

(b) The Iprovider acknowledges that Health and Agencies in entering into this Head Agreement or an Agency Order are relying on the warranties and representations contained in this Head Agreement.

2 Ancillary Consumables

(a) At all times during the administration of the Vaccine, the Iprovider must ensure that it has sufficient quantities of all Ancillary Consumables to safely administer the Vaccine and deal with any adverse events.

(b) Subject to clause 2(c) of Schedule 2 (Services), the Iprovider may request Health use reasonable endeavours to supply (at Health's cost) certain Ancillary Consumables to the Iprovider.

(c) The Ancillary Consumables that Health may be required to provide are limited to those included on an "Ancillary Consumables List", as provided by Health from time to time.

(d) If the Iprovider wishes to request Health to supply Ancillary Consumables, the Iprovider must provide notice to Health of any required Ancillary Consumables no later than the date on which the Iprovider places its order for Vaccines in accordance with the time specified in an Order.

(e) In circumstances where Health is unable to supply the Ancillary Consumables in accordance with this clause 2 of Schedule 2 (Services), the parties agree to discuss in good faith alternative arrangements for the supply of Ancillary Consumables, including the deferral of delivery of Vaccines, until such time as the Ancillary Consumable are available.

(f) For clarity, the Iprovider is not entitled reimbursement of costs, or to charge Health, for any Ancillary Consumables sourced by the Iprovider for use in connection with the Services.

(g) If requested by Health, the Iprovider must facilitate the return of any unused Ancillary Consumables provided by Health to Health or its nominee.

3 Service Requirements

3.1 General requirements

(a) The Services provided by the Iprovider will comprise one or more of the following activities:

(i) administration of the Vaccine to the Target Population at each Vaccination Site;

(ii) the provision of a Workforce (which at a minimum includes a Workforce that has undertaken the training in accordance with the Commonwealth COVID-19 Vaccination Training Program or as notified by Health) at the Vaccination Sites that is responsible for:

(A) determining if a person is an Eligible Person;

(B) booking and scheduling Initial Appointments and Follow Up Appointments;

(C) administering the Vaccine at Vaccination Sites in accordance with the Vaccination Policy;

(D) record keeping and reporting;

(E) monitoring and reporting of all adverse events following immunisation in accordance with requirements of Health, State and Territory Agencies and the Therapeutic Goods Administration; and

(F) inventory management, including proactively monitoring stock and Inventory;

(iii) unless otherwise agreed by Health, attendance at each Vaccination Site by suitably qualified Personnel, including at least:

(A) one appropriately medically qualified Personnel who:

(aa) can manage any adverse event following immunisation (for clarity, this does not include a pharmacist and may include a nurse practitioner outside the Australian Capital Territory); and

(ab) at all times must practise within their medical qualifications and within the applicable State and Territory legislative requirements;

(B) not used; and

(C) any other Personnel directed by Health (acting reasonably) from time to time,

(iv) ensuring the safety, efficacy and integrity of Inventory whilst it is in the custody or control of the IProvider;

(v) managing waste, including destruction of medical waste as required and organising return of any temporary storage materials;

(vi) ensuring the IProvider's IT system is secure, including requirements relating to physical and cyber security of all electronic data systems that relate to the receipt, distribution and storage of Vaccines and Ancillary Consumables is up to date and operating efficiently;

(vii) providing information about the Inventory to the Data Solution Provider of a type and in a form as required by Health;

(viii) managing administration of the Vaccine in a flexible and agile manner in accordance with directions notified by Health from time to time, including in relation to supply of the relevant Vaccine; and

(ix) ensuring Vaccination Sites meet the minimum requirements for Vaccination Sites set out in clause 5 of this Schedule 2 (Services), as updated and notified by Health from time to time.

(b) Where Vaccine doses are surplus to requirement, the IProvider must administer doses in accordance with the Vaccine Administration Partners Program Excess and Transfer of Doses Policy. (If a Vaccine vial has not been opened it must be returned to the IProvider's Offsite Storage Facility for storage in accordance with cold-chain requirements until used).

(c) The IProvider must perform its Services related to the Vaccine, including administration, storage and management, in accordance with the Specifications.

(d) The IProvider must only vaccinate the target population set out in an Order who have been identified by the Vaccination Sites as eligible for vaccination in accordance with the eligibility processes notified by Health. In relation to the initial course of the COVID-19 vaccination (but not boosters), a person must not be eligible if he/she has already received at least one dose of another COVID-19 vaccine that is not a Vaccine offered at the Vaccination Site or both doses of a Vaccine (for a complete course).

(e) In the event that the IProvider is required to administer more than one type of Vaccine at any point in the performance of the Services, the IProvider must:

(i) not used;

(ii) not used;

(iii) implement arrangements specific to the administration of more than one type of Vaccine as proposed to, and approved by, Health.

(f) The IProvider acknowledges the highly contagious nature of COVID-19 and, without limiting this Schedule 2 (Services), the IProvider must and must ensure that all Personnel that the IProvider will utilise to administer the Vaccine will, take all reasonable steps to minimise the risk associated with the spread of COVID-19.

3.2 Requirements prior to the commencement of Services

(a) The IProvider must:

(i) ensure that the IProvider has reliable systems to manage booking and scheduling of patient appointments; and

(ii) develop a system for real time monitoring and reporting on stock and Inventory (including on cold chain compliance).

(b) The parties must, in cooperation with the Logistics Provider, agree on a process for receiving the Vaccines at the Vaccination Sites (as applicable).

(c) In addition to any other requirements related to the Services, the IProvider must plan for and develop processes for the following items as part of the Services (and any such plans developed by the IProvider may be requested by Health from time to time):

(i) obtaining and verifying licences and authorisations, and any other qualifications, required to be held by the IProvider and IProvider Personnel;

(ii) key dates and times for vaccination clinics at each Vaccination Sites in respect of target populations, including prioritisation of any cohorts (in accordance with directions provided by Health), scheduling and a long stop date for each; and

(iii) processes for managing adverse events or other clinical incidents, including reporting.

3.3 Cold chain requirements

(a) The IProvider must ensure at all times that doses are stored, handled and transported in accordance with this Schedule and the Specifications, including the minimum requirements in clauses 4 and 6 of Schedule 2 (Services). The Vaccines must be kept at the appropriate temperature throughout storage to ensure thermostability requirements are met and Vaccines remain effective, until point of administration by the IProvider Personnel.

(b) The IProvider must monitor in real time or near real time the temperatures of the refrigerator(s) where Vaccines are stored (whether those refrigerators are provided by the IProvider or other administration site participants), including appropriate equipment and systems to monitor ultra-low temperatures according to national Vaccine storage guidelines and additional guidelines for storage of specific Vaccines. This may also include management and monitoring of other Vaccine storage solutions including, temporary cold storage boxes. Monitoring data must be retained in accordance with guidelines specified by Health and be provided to Health on request.

(c) If a cold chain breach occurs, the IProvider must perform a thorough root cause analysis to prevent future breaches and cooperate in any and all enquiries by Health in relation to such breaches.

3.4 IProvider inspection and acceptance of Inventory

(a) Without limiting this Services Schedule, the IProvider must:

(i) take receipt and accept delivery of the Inventory at an Offsite Storage Facility (or other site agreed with Health) at the times identified by Health. The IProvider is fully responsible for taking receipt of and accepting delivery of the Vaccines from the Logistics Provider at the Offsite Storage Facility;

(ii) ensure a dedicated person is available to receive delivery of the Vaccine from the Logistics Provider at each Offsite Storage Facility in accordance with the requirements set out in this clause 3 of Schedule 2 (Services);

(iii) inspect the Inventory and accept or reject the Inventory in accordance with the requirements set out in this Schedule 2 (Services), including visual inspection of Inventory to ensure it has been delivered consistent with the Specifications, is undamaged and has been stored correctly;

(iv) comply with all reasonable requirements and all directions notified by Health in relation to the acceptance, inspection and storage of Inventory at Offsite Storage Facility;

(v) provide such notices and checklists as required in this Schedule in relation to the inspection, acceptance or rejection of the Inventory in the form or system notified by Health from time to time;

(vi) to the extent the Inventory is accepted, take possession of that Inventory at the Offsite Storage Facility; and

(vii) manage returns or transfers of Inventory using IProvider's own logistics contractor. The IProvider must comply (and must ensure that its logistics contractor complies) with the requirements for the relevant Vaccine as set out in this Schedule 2 (Services) or as directed by Health.

(b) The IProvider acknowledges and agrees that deliveries may be made to the Offsite Storage Facility once each week and the IProvider must ensure the safe storage of the Vaccines following receipt.

(c) Without limitation, inspection of the Inventory includes visually inspecting the Inventory and packaging for any immediate signs of damage or degradation.

(d) If the IProvider rejects an item of Inventory in accordance with this Head Agreement, the IProvider must liaise with the Logistics Provider for prompt return of damaged Inventory to the Logistics Provider for return to the Vaccine Operations Centre (**VOC**). The IProvider must:

(i) not used;

(ii) comply with the manufacturers Specifications for the Vaccine regarding damaged Inventory; and

(iii) record any Wastage in the CVAS and a major wastage form, if required by the VAPP Manual or the VAPP Excess and Transfer of Doses Policy.

3.5 Inventory Recall

The IProvider must comply with any direction issued by the Therapeutic Goods Administration and Health in relation to any Inventory Recall, including to cooperate with and provide all reasonable assistance in respect of Inventory Recalls.

3.6 Offsite Storage Sites

(a) The IProvider must maintain, for the purpose of delivering the Services under an Agency Order, an Offsite Storage Facility.

(b) Health must approve the storage of Inventory at the Offsite Storage Facility and the IProvider must provide such information as is reasonably necessary for Health to decide whether a proposed storage location is, or is not, suitable for storage of the Inventory.

(c) Health's approval under clause 3.6(b) of Schedule 2 (Services) may be subject to such conditions as Health considers reasonably necessary to ensure the safety and security of the Inventory and may be revoked at any time.

(d) The IProvider must obtain any specific State or Territory approvals required for the receipt of medicines at an Offsite Storage Facility.

(e) The IProvider must only store Inventory at Offsite Storage Facilities (or such other storage locations agreed with Health):

(i) located in Australia;

(ii) that meet the security requirements set out in this Schedule 2 (Services);

(iii) meet all applicable Laws; and

(iv) that are capable of accepting and storing Inventory in accordance with the Specifications (including in relation to temperature control).

(f) To avoid doubt, a reference in an Order (other than an item in an Order described as "Vaccination Sites") to a "Vaccination Site" includes an Offsite Storage Facility approved under this clause.

3.7 Wastage

Without limiting its obligations under this Head Agreement, the IProvider must:

(a) endeavour to minimise Wastage of vaccine doses at Vaccination Sites by closely monitoring expiry dates, appropriate stock management (including preventing damage in storage), preventing cold chain breaches, specific training of staff and minimising damage in storage or handling (including the use of the Training as relevant);

(b) ensure that it complies with the Wastage requirements set out in the VAPP Manual and/or any policy in relation to the management of excess doses as provided to it by Health from time to time, including the VAPP Excess and Transfer of Doses Policy;

(c) use reasonable endeavours to ensure no more than 1% of Vaccines provided to the IProvider in any month become Wastage; and

(d) must comply with any policy issued by Health in relation to managing excess doses, including the policy available at the following address (as updated from time to time): https://www.health.gov.au/sites/default/files/documents/2022/07/covid-19-vaccination-vaccine-dose-policy-covid-19-vaccination-vaccine-doses-policy_0.pdf, and the Vaccine Administration Partners Program Excess and Transfer of Doses Policy.

4 Minimum requirements for Vaccination Sites

The following requirements apply to Vaccination Sites, except to the extent otherwise agreed in an Order, having regard to the Delivery Model and location of the Target Population.

	Minimum requirements
Set up of the physical environment	• Have adequate space for patients waiting to be vaccinated that is not congested, observes physical distancing requirements, and is sheltered from weather elements. • Have a private space for consultation with patients and vaccinator (including obtaining informed consent, answering patient questions and assessment of any conditions that may preclude vaccination or require further assessment). • Have a dedicated, clean, well-lit space for administration of the vaccine to patients, including a desk and chairs for patients and vaccinator(s). • Have space for patients to wait and be observed post-vaccination, separate from the area for administering the vaccine. • Have safe, risk free and directed access in clinical areas to allow movement of staff between areas while minimising the risk of workplace incidents (e.g. moving doses from preparation area to patient administration area, accessing refrigerators or cool boxes, etc.). • Have a dedicated clean and well-lit area, separate from areas that provide other clinical services at the same time, where vaccines from multi-dose vials may be drawn up, labelled, and prepared for administration. • Have adequate handwashing facilities for staff, and antimicrobial hand sanitisers available. • Have antimicrobial /disinfectant wipes to clean stations between patients. • Have visual reminders and cues in place to reduce the risk of errors. • Have a process in place to safely dispose of unused vaccines, in accordance with TGA and other regulatory requirements. • Have adequate sharps disposal bins, appropriate for the volume of patients, and securely placed and spaced to mitigate the risk of needle stick injuries.
Cold chain management	• Have adequate number and capacity of refrigerators if relevant to store vaccines for usage in accordance with any requirements under an Agency Order or as directed or notified by Health. • Have the ability to monitor the temperatures of the refrigerator(s) where vaccines are stored, including appropriate equipment and systems to monitor ultra-low temperatures according to national vaccine storage guidelines and the requirements set out in clause 3 of this Schedule 2 (Services). • Have an appropriate policy and protocol in place to respond to temperature breaches, including relocating vials to another refrigerator and responding at times where the clinic may not have any staff present. • Have appropriate refrigerators and opaque containers to store vaccine syringes that have been prepared for administration under appropriate temperature conditions and protected from light from the time they are prepared until the time they are administered.
Immunisation record keeping	• Have a clear procedure for identifying individual vaccine recipients (including alerts for when the second dose is due, appointment

	Minimum requirements
and reporting to the Australian Immunisation Register (AIR)	reminders etc), checking to confirm any record of previous receipt of any COVID-19 vaccine doses (including date and brand product received), checking medical history including allergies, and recording immunisation encounters (electronic records are preferable). • Have a process of labelling multi-dose vials when first drawn down. • Have a process of labelling syringes when they are drawn up from multi-dose vials, including date and time of preparation and of expiry. • Have access to AIR via Provider Digital Access (PRODA). • Have a process to manage vaccination data and ensure timely reporting and recording of immunisation records to AIR (within 24 hours of the dose being administered) in accordance with an Agency Order. • Have a process to require patients to provide their Medicare number or, if not eligible for Medicare, another form of identification, to ensure the vaccination activity is reported to the AIR correctly. • Have a process for obtaining and recording informed consent. • Have a process to provide hard copy record of vaccination to consumers. • Have a process to record vaccines used and those discarded, including reasons for discarding and provide a daily report of use and discards to Health.
Management of the clinic	• Have a standardised screening process to exclude patients who display symptoms of COVID-19 disease, and refer for appropriate assessment for COVID-19 or other conditions (as per guidance provided in the *ATAGI Guiding Principles for Maintaining Immunisation Services During the COVID-19 Pandemic*). • Have a standardised screening process for contraindications, receipt of previous doses of COVID-19 vaccines and/or receipt of other vaccines (observing any interval requirements). • Have clear records of patients vaccinated (to inform ordering of vaccines). • Have a clear assignment of duties and responsibilities of all staff and clear plan of workflow, particularly regarding drawing up from a multi-dose vial and administering individual vaccine doses drawn from a particular vial for each clinic session. • Have knowledge of procedures and ability to report any adverse event following immunisation to the appropriate health authorities. • Have incident management in place, with staff knowledgeable about procedures and able to report any clinical incident (e.g. injury in workplace) to the appropriate health authorities. • Have a process in place to manage injuries to workforce (e.g. needle stick injury). • Have a process/staff in place to prevent and manage violence or aggression, and other work health and safety risks, in the workplace.

5 National Outbreak Response Option

If an IProvider has been selected to participate in a National Outbreak Response Option by Health, the IProvider must ensure it can deploy to, and be operational at, the nominated vaccination location within the following timeframes (based on the location of the deployment (using the Modified Monash Model (MMM)):

(a) **metropolitan and regional centres (MM1-2)** - operational within 4-5 calendar days of direction from Health;

(b) **rural towns (MM 3-5)** – operational within 6-7 days calendar days of direction; and

(c) **remote locations (MM6-7)** - with activation timeframes to be agreed between the IProvider and Health for each such deployment.

6 Vaccine specific requirements

6.1 Definitions

In this clause 6 of Schedule 2 (Services), the following defined terms apply:

AstraZeneca Shipment means each shipment of AstraZeneca Vaccines to a Vaccination Site.

AstraZeneca Vaccine means the AstraZeneca AZD1222 vaccine for the prevention of SARS-CoV-2 in humans.

AstraZeneca Waste means waste material relating to the AstraZeneca Vaccine, including damaged or defective vaccine doses or Wastage of the AstraZeneca Vaccine, but does not include spills of AstraZeneca Vaccine, or vials or packaging that are used in the ordinary course of administering the AstraZeneca Vaccine.

cGMP means current good manufacturing practices applicable in the country where the Moderna Vaccines were manufactured together with applicable "Good Manufacturing Practices" detailed in the principles determined under section 36 of the Therapeutic Goods Act 1989 (Cth) (and any successor legislation from time to time, prevailing at the time of the manufacture of the relevant Moderna Vaccines), all as updated, amended and revised from time to time.

Deficient Moderna Vaccines means Moderna Vaccines that:

(a) have been subject to a failure of cold chain requirements prior to delivery by the upstream Logistics Provider;

(b) are observably not in accordance with the Moderna Specifications, Moderna Marketing Approval, cGMPs, or applicable Laws; or

(c) are delivered in a vial that is damaged or incomplete, but does not include deficiencies in the underlying safety, efficacy, or marketability of the product or its distribution.

Export means to, sell, resell, donate, use, administer, hypothecate, assign, export, distribute or otherwise transfer possession of Moderna Vaccines outside of Australia.

Governmental Authority means any applicable government authority, court, council, tribunal, arbitrator, agency, department, bureau, branch, office, legislative body, commission or other instrumentality of (a) any government of any country, (b) any nation, state, province, county, city, or other political subdivision thereof, or (c) any supranational body.

Minimum Shelf Life means 3 months from the date of delivery or such other period as notified by Health from time to time.

Moderna means Moderna Switzerland GmbH, which is a limited liability company ("Gesellschaft mit beschränkter Haftung") organized and existing under the Laws of Switzerland with company number CHE-344.522.989 and registered address at Aeschenvorstadt 48 (c/o Katja Schott, Walder Wyss), 4051 Basel, Switzerland.

Moderna Marketing Approval means approvals from the TGA with respect to the Moderna Vaccine, which may initially be granted under an expedited marketing authorization process but which may include additional requirements or directions of the TGA, including

requirements under the Therapeutic Goods Act 1989 (Cth) or conditions imposed by the TGA (unless an exemption applies within the meaning of that Act), that allows the Moderna Vaccines to be placed on the market in Australia according to applicable Laws.

Moderna Recall means any action:

(a) to recover title to or possession of quantities of the Moderna Vaccines sold or shipped to any party in Australia (including the voluntary withdrawal of the Moderna Vaccine from Australia).

(b) by any Governmental Authority involved in granting the Moderna Marketing Approval or foreign equivalent (which to avoid doubt includes the TGA and the Office of the Gene Technology Regulator and their respective successors and equivalents in Australia) to detain or destroy any of the Moderna Vaccines; or

(c) to refrain from selling or shipping quantities of the Moderna Vaccine to any person in the Australia which would be subject to a Moderna Recall if sold or shipped.

Moderna Rollout Information means information (including images or physical descriptions of the Moderna Vaccine or its packaging, barcode or scanning information, instructions, guidance or directions relating to the storage, transportation, handling, administration, use or disposal of the Moderna Vaccine) which relates to the Moderna Vaccine and which is necessary for the implementation of the rollout of the Moderna Vaccine in Australia (or activities ancillary to or related to such rollout).

Moderna Specifications means:

(a) the “Product Information” and other instructions for the Moderna Vaccine issued by the TGA (as amended from time to time); and

(b) the specifications or similar requirements for the Moderna Vaccine notified to the IProvider by Health.

Moderna Shipment means each shipment of Moderna Vaccines to a Vaccination Site.

Moderna Vaccine means the finished and packaged form of Moderna’s proprietary vaccine candidate known as mRNA-1273, which is a novel lipid nanoparticle (LNP)-encapsulated mRNA-based vaccine that encodes for a full-length, prefusion stabilized spike (S) protein of SARS-CoV-2 approved by the TGA for use in Australia, and any booster versions of the mRNA-1273 vaccine candidate.

Off-Label Use means any off-label use of the Moderna Vaccine, including any dosage other than the dose that is specified in the Moderna Marketing Approval.

Pfizer Shipment means each shipment of Pfizer Vaccines to a Vaccination Site.

Pfizer Specifications means:

(a) the “Product Information” and other instructions for the Pfizer Vaccine issued by the TGA (as amended from time to time); and

(b) any specifications and instructions relating to the Pfizer Vaccine (including in relation to administration, storage, stability, integrity, unpacking, re-icing) provided by Health from time to time.

Pfizer Vaccine means any BNT162 vaccine manufactured, in whole or in part, or supplied, directly or indirectly, by or on behalf of Pfizer or BioNTech or any of their respective affiliates.

Pfizer Vaccine Materials means all packaging materials and components needed for delivery of the Pfizer Vaccine.

Return and Disposal Instructions means the instructions for return and disposal of Pfizer Vaccine Materials as set out in the Pfizer Specifications.

Stability Guidelines means the stability and storage requirements set out in the product information for the Pfizer Vaccine (as amended and approved by the TGA from time to time), including sections 6.3 (Shelf Life) and 6.4 (Special precautions for storage) of that product information.

Thermal Shipper means the long-distance thermal shipping container as provided by the Supplier or the Logistics Provider.

6.2 General

(a) The parties acknowledge and agree:

(i) that certain requirements in this clause 6.2 of Schedule 2 (Services) reflect the requirements of other participants in the Vaccine supply chain;

(ii) that clause 6 of Schedule 2 (Services) remains subject to further discussion between the IProvider and Health, including to reflect the detailed operational arrangements. Accordingly, the parties agree to work together in good faith to agree any changes to this clause 6 of this Schedule 2 (Services) that may be required or necessary. The IProvider must submit an order variation to an Agency in accordance with the Agency Order to give effect to any agreed amendments; and

(iii) a reference to the Logistics Provider is a reference to any Logistics Provider contracted by Health from time to time.

(b) Where the IProvider is required to provide a notice to Health under this clause 5, the IProvider must:

(i) immediately contact Health Senior Executive on the phone number set out in Schedule 1 (Head Agreement Details) of the Agency Order; and

(ii) as soon as possible (and in any event in accordance with any other relevant timeframe in this clause 6 of Schedule 2 (Services)) provide written notice in accordance with the Agency Order and as otherwise notified by Health in advance (as updated by notice from Health from time to time).

(c) The IProvider agrees to only use Vaccines and Other Vaccines within Australia (and its external territories), except to the extent approved by Health.

(d) The IProvider warrants (in respect of a Vaccine it is administering) that its Personnel are competent in the usual industry practice to receive a Pfizer Shipment, an AstraZeneca Shipment and a Moderna Shipment (as applicable and specified in an Order), including:

(i) immediate receipt into compliant cold chain storage of the Pfizer Vaccine, AstraZeneca Vaccine and the Moderna Vaccine at the Vaccination Sites;

(ii) observing the exterior packaging of the Pfizer Shipment, the AstraZeneca Shipment and the Moderna Shipment for any evidence of damage or tampering;

(iii) checking passive temperature data loggers for cold chain integrity and, when required, downloading the data;

(iv) observing internal packaging, including supplier of vaccine and OEM packaging as relevant, for any evidence of damage or tampering;

(v) quarantining from use any Pfizer Vaccine, AstraZeneca Vaccine and the Moderna Vaccine in respect of which the Workforce have any concerns regarding integrity; and

(vi) engaging with, and providing information to, the Logistics Provider and Health in respect of the Pfizer Vaccine, AstraZeneca Vaccine and the Moderna Vaccine for which there is a query in respect vaccine integrity.

(e) The IProvider will maintain cold chain compliance in accordance with the National Vaccine Storage Guidelines 'Strive for 5', available at https://www.health.gov.au/resources/publications/national-vaccine-storage-guidelines-strive-for-5, as updated from time to time.

6.3 Receipt of Vaccine shipments

(a) Health will notify the IProvider of any expected AstraZeneca, Pfizer and Moderna Shipments to a Vaccination Site, by providing the IProvider with at least the following information:

(i) the relevant Vaccination Site;

(ii) the estimated date and time of arrival of the AstraZeneca Shipment, Pfizer Shipment and the Moderna Shipment at the Vaccination Site; and

(iii) a description of the AstraZeneca Vaccines, Pfizer Vaccines and the Moderna Vaccine to be received (including the relevant quantities to be provided by the Logistics Provider).

(b) The IProvider must complete a AstraZeneca Vaccine, Pfizer Vaccine and the Moderna Vaccine acceptance checklist as relevant provided by Health prior to the administration of any AstraZeneca Vaccine, Pfizer Vaccine or Moderna Vaccine contemplated by the Services and perform any other acceptance and receipt procedures notified by Health from time to time.

(c) Health acknowledges that the acceptance under clause 6.3(b) of Schedule 2 (Services) is additional to the 'acceptance' process under the supply agreement between Health and the supplier of Vaccines.

(d) The IProvider must ensure that it is present at a Vaccination Site within the estimated delivery time.

(e) The IProvider must ensure that it specifies in writing to Health the point of receipt of the Vaccine, being the point at which the IProvider takes control of a delivery of Vaccines at a Vaccination Site.

6.4 Pfizer-specific requirements

(a) **Application**

Notwithstanding anything else in this Head Agreement, the terms in this clause 6.4 of Schedule 2 (Services) applies to the Services insofar as they relate to the Pfizer Vaccine.

(b) **Handling and storage**

(i) The Vaccines will be provided to the IProvider in Thermal Shippers and must be removed from the Thermal Shippers by the IProvider. Where Health assesses that the IProvider can handle Vaccines in a frozen form, it may notify Health and the parties agree to work together in good faith to agree any changes to these requirements that may be required or necessary to reflect that (for example, in respect of the IProvider keeping possession of the Thermal Shippers or the use of dry ice to maintain the required ultra low temperatures). The IProvider must submit an order variation to Health in accordance with this Head Agreement to give effect to any agreed amendments.

(ii) The IProvider must store and handle the Pfizer Vaccines and Pfizer Vaccine Material in appropriately clean and secure locations to protect and maintain

the effectiveness and functionality of the Pfizer Vaccines and Pfizer Vaccine Material in controlled conditions, with no exposure to weather or pests, and in accordance with the Pfizer Specifications, the Stability Guidelines and any instructions for unpacking the Pfizer Vaccine provided by Health from time to time.

(iii) The IProvider must ensure that each Vaccination Site is adequately equipped and suitable for the handling and storage of the Pfizer Vaccine and Pfizer Vaccine Material and that the Pfizer Vaccine Material are disposed of responsibly and in accordance with the Pfizer Specifications.

(iv) On request from Health, the IProvider must promptly provide Health with such evidence and information requested by Health in order for Health to satisfy the supplier of Pfizer Vaccines of the suitability of the Vaccination Site.

(v) The IProvider represents and warrants that the IProvider has and will ensure that all of its Personnel handling the Pfizer Vaccines or Pfizer Vaccine Materials have the requisite expertise to develop and implement appropriate procedures and training programs (including the Training as relevant) to enable proper handling of the Pfizer Vaccine and Pfizer Vaccine Materials in a safe and lawful manner (including by providing their staff with adequate equipment).

(vi) The IProvider must maintain detailed records with respect to its activities under this Head Agreement as required by Law.

(vii) The IProvider will maintain a quality system for receipt, inspection, storage, temperature monitoring, traceability to further delivery points, and recall activities.

(viii) Without limiting the IProvider's obligations in this Head Agreement, the IProvider must ensure that it develops plans that set out the detailed arrangements for transport and use of Thermal Shippers, including whether the IProvider will use the Thermal Shipper provided by the Logistics Provider for storing the Vaccines in accordance with the Stability Guidelines. Such plans must be provided to Health upon request.

(ix) Where the IProvider is in the control of the Thermal Shipper provided by the Logistics Provider, it must comply with Health's instructions in respect of the return of those Thermal Shippers, and must ensure that the Thermal Shippers is not exposed to weather or pests and maintained and returned in the same condition it is in when it is made available to the IProvider.

(c) **Administration**

The IProvider must administer the Pfizer Vaccine in accordance with the instructions in the Pfizer Specifications, including any instructions from the supplier of Pfizer Vaccines.

(d) **Vaccine security**

(i) The IProvider must:

(A) store all the Pfizer Vaccines securely; and

(B) where the IProvider is required to transport the Pfizer Vaccines, transport the Pfizer Vaccines only in a secure and safe manner appropriate to the transportation route and destination, in each case to guard against and deter theft, diversion, tampering, substitution (with, for example, counterfeits) resale or export out of Australia, and to protect and preserve the integrity and efficacy of the Pfizer Vaccines.

(ii) The IProvider shall promptly notify Health in writing within (and in any event, within 24 hours) if at any time the IProvider believes that any of the Pfizer Vaccines have been stolen, diverted, tampered with, substituted, or otherwise subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Health or the Supplier. The notice shall provide all information relating to the Pfizer Vaccines diversion, including detailed information including the date, time, location, number, batch number(s), expiration date, circumstances, and contact person(s) information.

(iii) The IProvider must cooperate with Health, the Logistics Provider, the supplier of Pfizer Vaccines or its designee in connection with such diversion of Pfizer Vaccines and provide access to all relevant records.

(e) **Return and disposal or materials**

(i) The IProvider must organize the safe return of any equipment used by any other IProvider to deliver the Pfizer Shipment (eg shippers and monitoring devices) in accordance with the Return and Disposal Instructions and any of Health and other IProvider's instructions.

(ii) The IProvider must follow the Return and Disposal Instructions when disposing of open and unused doses, including any Wastage of the Pfizer Vaccine (subject to clause 3.7 of this Schedule 2 (Services)), and its packaging components, such as vials and secondary cartons and ensure that such return and disposal complies with laws regarding pharmaceutical waste, medical waste, or hazardous waste, as appropriate. Without limiting any other remedies available to Health, Health may exercise its rights to pass on charges incurred by Health (as described in the Return and Disposal Instructions).

6.5 AstraZeneca-specific requirements

(a) **Application**

Notwithstanding anything else in this Head Agreement, the terms in this clause 6.5 of Schedule 2 (Services) applies to the Services insofar as they relate to the AstraZeneca Vaccine.

(b) **Defects and damaged vaccines**

(i) If any AstraZeneca Waste comes into the IProvider's possession as a result of AstraZeneca Vaccines being defective or damaged in any way or potentially defective or damaged, the IProvider must:

(A) promptly notify Health;

(B) ensure that the AstraZeneca Waste is not administered to any person; and

(C) retain possession of the AstraZeneca Waste in a secure location until Health notifies otherwise.

(ii) The IProvider must comply with all directions provided by Health in relation to the AstraZeneca Waste.

(iii) In relation to AstraZeneca Waste produced or in the IProvider's position, other than AstraZeneca Waste to which clause 6.5(b)(i) of Schedule 2 (Services) applies, the IProvider must retain secure possession of the AstraZeneca Waste and arrange for the destruction of all AstraZeneca Waste in a timely fashion, and promptly issue or obtain a certificate of destruction and keep a record of destruction of any AstraZeneca Waste.

Such records are to be kept for a period of at least 7 years, and made available to Health on request.

(iv) The IProvider must cooperate with Health, the Logistics Provider or the Logistics Provider's designee in connection with any issue or potential issue that may arise in relation to the integrity of an AstraZeneca Shipment. If such an issue or potential issue arises, the IProvider must immediately notify Health and follow any instructions given by Health.

(v) Any spills of the AstraZeneca Vaccine must be handled in accordance with directions given by Health.

(c) **Storage and transportation**

(i) The IProvider must comply with all Laws relating to the traceability of pharmaceutical products in accordance with the supplier of AstraZeneca Vaccines' specifications, standards, strategy and any instructions notified by Health from time to time.

(ii) The IProvider must not alter or modify any AstraZeneca Vaccine in any way (including labelling and packaging but excluding any transportation packaging).

(iii) The IProvider must ensure that all AstraZeneca Vaccines are:

(A) stored securely by the IProvider and in environmental conditions which are in accordance with instructions and directions notified by Health and the supplier of AstraZeneca Vaccines from time to time; and

(B) if applicable, transported by IProvider in a secure manner appropriate to the transportation route and destination,

in each case to (without limitation) guard against and deter theft, diversion, tampering or substitution (with, for example, counterfeits).

(iv) The IProvider must notify Health immediately after becoming aware of any incident relating to the AstraZeneca Vaccine including any diversion, theft, tampering, substitution or other breach of the security of the vaccine (including suspicious returns), machinery, other tools of production or product security information and provide all reasonable assistance to Health, the Logistics Provider and the supplier of AstraZeneca Vaccines during any investigation that Health, the Logistics Provider or the supplier of AstraZeneca Vaccines may initiate in relation to such incident.

(v) The IProvider must ensure that it does not administer any AstraZeneca Vaccine that has an apparent defect or whose Minimum Shelf Life has expired.

(vi) The IProvider represents and warrants that the IProvider has and will ensure that all of its Personnel taking receipt of the AstraZeneca Vaccines are competent in the usual industry practice to receive an AstraZeneca Shipment.

(vii) Without limiting the IProvider's obligations in this Head Agreement, the IProvider must ensure that it develops plans that set out the detailed arrangements for transport and use of shippers, including (if applicable) whether the IProvider will use the Logistics Provider's shipper for storing the Vaccines in accordance with the Stability Guidelines. Such plans must be provided to Health upon request.

(viii) Where the IProvider is in the control of a Logistics Provider's shipper, it must comply with Health's instructions in respect of the return of those shippers,

and must ensure that the shipper is not exposed to weather or pests and maintained and returned in the same condition it was in when it was made available to the IProvider.

6.6 Moderna-specific requirements

(a) **Application**

Notwithstanding anything else in this Head Agreement, the terms in clauses 6.6 and 6.7 of this Schedule 2 (Services) apply to the Services insofar as they relate to the Moderna Vaccine.

(b) **Delivery, transport and distribution**

The IProvider must:

(i) notify Health of any third party that may distribute (including transport and administer) Moderna Vaccines on its behalf, including any subcontractor or related bodies corporate, and seek Health's authorisation to such distribution;

(ii) only distribute Moderna Vaccines:

(A) within Australia (unless Health expressly authorises otherwise); and

(B) to parties to whom Health has authorized the IProvider to distribute the Moderna Vaccines; and

(iii) in relation to Moderna Vaccine, comply with the Moderna Specifications, applicable Law and all written instructions provided by Health relating to handling, distribution, transportation, security or destruction.

(c) **Authorisation to distribute**

Health authorises any subcontractors approved by Health under this Head Agreement (if any) to distribute the Moderna Vaccine.

6.7 Storage and handling

(a) The IProvider must:

(i) secure and store all Moderna Vaccines in its possession;

(ii) store and (where applicable) transport, administer, reconcile and destroy any vials, syringes, boxes, labels; and

(iii) (where applicable) otherwise use the Moderna Vaccines,

solely in accordance with the Moderna Specifications, applicable Law, any directions notified by Health and the other requirements in this Head Agreement (including in respect of environmental conditions).

(b) **Security**

(i) The IProvider must ensure Moderna Vaccines are stored to (without limitation) guard against and deter theft, diversion, redirection, tampering or substitution (with, for example, counterfeits).

(ii) The IProvider must notify Health in writing immediately upon (but in any event within 24 hours of) the IProvider's awareness, discovery or suspicion that any Moderna Vaccines have been or may have been stolen (including diversion or redirection) or any attempted theft of any Moderna Vaccines, or packaging materials relating to Moderna Vaccines, or tampering or substitution, or of the discovery of counterfeit or potentially counterfeit

product in Australia. Any such written notification must include the following detail:

(A) the quantity of Moderna Vaccines or packaging materials relating to the Moderna Vaccines involved; and

(B) an explanation of the circumstances surrounding the diversion, redirection, theft, or attempted theft of the Moderna Vaccines or packaging materials relating to Moderna Vaccines (including a copy of the police report, if available).

(iii) The IProvider must cooperate with Health in investigating and gathering information about any such incident or suspected incident, and provide all reasonable assistance to Health in preparing a report for Moderna.

(iv) The IProvider agrees to cooperate in the timely adoption and implementation of anti-counterfeiting, diversion, redirection and theft/loss measures, including public information dissemination, relating to the Moderna Vaccine which are consistent with applicable Laws.

(v) Upon Health's request, the IProvider must provide to Health information, data, records and reports relating to the IProvider r's security program for the Moderna Vaccine, including its implementation, subject to IProvider's compliance with applicable Laws. The IProvider agrees that Health may provide information about the IProvider security program to Moderna if requested.

(vi) To the extent that Health has any material concerns or identifies any material insufficiencies of the IProvider's security program for the Moderna Vaccines, Health may raise these issues with the IProvider who shall consider them in good faith.

(c) **Export**

(i) The IProvider will not, and will procure that its Personnel do not, and will not permit, allow or enable (directly or indirectly) any third parties who they have distributed the Moderna Vaccine to Export Moderna Vaccines without Health's explicit written consent (which may be subject to such conditions as Health considers necessary or appropriate).

(ii) The IProvider must not, and must not permit, allow or enable (directly or indirectly) any third parties to, Export or import the supplied Moderna Vaccines into any country other than Australia and will not (without Health's express authorization) deliver Moderna Vaccines to any person or entity that has or is suspected to have engaged in Export or impermissibly engaged in the sale, resale, donation, use, administration, hypothecation, assignment, exportation, distribution or other transfer of a similar product outside Australia.

(iii) The IProvider must report to Health any known or suspected Export of Moderna Vaccines immediately upon awareness.

(iv) The IProvider must take reasonable actions (including cooperating and collaborating in respect of requests from Health or Moderna relating to Moderna Vaccine security) that are consistent with applicable Laws to prevent or stop Export.

(d) **Off-Label Use and labelling**

(i) The IProvider must not encourage or recommend any Off-Label Use.

(ii) The IProvider must notify Health as soon as practicable, but in any case no later than 48 hours of becoming aware, if the IProvider becomes aware that

any Moderna Vaccine has been packaged, administered or used in any manner other than in accordance with the Moderna Marketing Approval, including for any Off-Label Use.

(iii) The IProvider must not, and must not direct, assist, enable or authorize any third party to, with respect to any Moderna Vaccine, add a label, relabel, add to, modify or otherwise alter the label provided by Moderna without Health's prior written consent.

(e) **Administration**

(i) The IProvider must:

(A) provide proper service for the Moderna Vaccines, including administering the vaccines in accordance with any relevant Moderna Specifications; and

(B) ensure all individuals to whom IProvider Personnel administers the Moderna Vaccine receive all documentation required for patient dissemination as required by applicable Laws.

(ii) If the IProvider learns of any Moderna Adverse Event, the IProvider must notify Health immediately, and provide a report of the adverse event (an "Adverse Event Report") as soon as practicable but in any event no later than 24 hours of becoming aware of the event.

(iii) An Adverse Event Report must:

(A) include a description of actual or potential adverse event, including a description of the relationship between the Moderna Vaccine and the adverse event; and

(B) identify the patient demographic.

(iv) A "Moderna Adverse Event" is any unfavourable and/or unintended sign, symptom or disease experienced by a patient to whom the Moderna Vaccine has been administered, whether or not considered causally related to the use of the Moderna Vaccine, including an unfavourable side effect, exacerbation of a pre-existing condition, toxicity, injury or death, or a sensitivity reaction.

(f) **Disposal and destruction**

(i) The IProvider will not dispose of any damaged, returned or Deficient Moderna Vaccines without Health's prior written authorisation.

(ii) The IProvider must destroy any Moderna Vaccines that are expired or rendered unusable or otherwise dispose of or render unusable such Moderna Vaccines in accordance with applicable Law and any written instructions of Health.

(iii) Upon Health's request, the IProvider must provide Health with written verification of such destruction. The IProvider must, promptly upon Health's request and at the IProvider's expense, provide all reasonable data, information, records and reports related to such destruction.

(iv) The IProvider must ensure that all vaccine vials (including all depleted, empty, expired, defective or contaminated vaccine vials) are destroyed in such a manner that results in such vials being unusable and unable to re-enter the market, for example (a) by incinerating such vials and packaging in a manner similar to medical waste, in accordance with applicable law; or (b) defacing or safely crushing such vials so that such vials cannot be reintroduced or reproduced.

(g) **Quality Assurance Requirements**

(i) The IProvider must comply with the quality assurance requirements for the Moderna Vaccine set out in Annexure A (Quality Assurance Requirements) of Schedule 2 (Services).

(h) **Records**

(i) The IProvider must keep all records required for the traceability of the Moderna Vaccines supplied (including all records necessary to permit a Moderna Recall) and allow Health or Moderna, upon Health's reasonable request, to inspect such records.

(ii) The IProvider must promptly notify Health of any information which might affect the marketability, safety or effectiveness of the Moderna Vaccine or which might result in a Moderna Recall or seizure of Moderna Vaccines in Australia.

(iii) The IProvider must keep complete and accurate records in connection with the conduct of their activities under this Head Agreement and an Agency Order, and as applicable for traceability of the Moderna Vaccine. Such records will include, where applicable, details of Moderna Vaccines that the IProvider distributed to vaccination sites, any subcontractors that facilitated that distribution, the sites or facilities where those Moderna Vaccines were distributed, and details of vials collected and destroyed.

(iv) The IProvider must keep inventory records, for at least five (5) years from the creation of such records. During the term of this Head Agreement, and for five (5) years after the expiration or termination of this Head Agreement, Health has the right to reasonably review, inspect and audit such records to confirm the IProvider's full compliance with the terms of this Head Agreement. The IProvider must provide Health with relevant books and records of the IProvider to verify their accuracy and completeness and full compliance with the terms of this Head Agreement, and will allow Health to make such records available to Moderna. The IProvider must cooperate with Health to facilitate such audit, including making available all such relevant books and records to Health or Moderna, as reasonably necessary.

(v) This clause 6.7(h) of Schedule 2 (Services) does not limit the IProvider's other obligations under this Head Agreement.

(i) **Confidentiality**

(i) The IProvider must only use or disclose Moderna Rollout Information on a need to know basis for the purposes of the storage, transportation, handling, administration, use or disposal of the Moderna Vaccine.

(ii) The IProvider may copy and distribute written instructions for the use and administration of the Moderna Vaccine provided by Health and Moderna, provided that such instructions are reproduced and distributed without change to the presentation provided by Health or Moderna (as applicable).

(iii) This clause 6.7(i)of Schedule 2 (Services) does not limit the IProvider's other obligations under this Head Agreement.

(j) **Additional commitments**

(i) The IProvider must not take any action that will or could reasonably be expected to have a material adverse effect on any Moderna Marketing Approval or equivalent marketing approval necessary for the development, manufacture, importation, distribution or commercialization of the Moderna Vaccine outside Australia.

(ii) The IProvider represents and warrants that it is appropriately licensed and authorized (to the extent required under applicable Laws):

(A) to receive the Moderna Vaccine;

(B) to vaccinate individuals in Australia; and

(C) to deliver Moderna Vaccines to entities providing immunization services to individuals in Australia.

(iii) The IProvider must act:

(A) diligently and in good faith in all of its dealings with Moderna, Health, and any actual or potential recipients of the Moderna Vaccines; and

(B) in such a way as to uphold the good name and reputation of Moderna or its affiliate or related entities, and of the Moderna Vaccine, but only to the extent this is consistent with the IProvider's obligation to act in good faith under paragraph (i).

Annexure A – Quality Assurance Requirements

1. This Annexure A of Schedule 2 (Services) sets out a detailed list of activities and responsibilities of the IProvider in relation to the administration of Moderna Vaccines.
2. The provisions of clause 6 of Schedule 2 (Services) to the Head Agreement, including defined terms, shall apply to this Annexure A. This Annexure A sets out requirements additional to Schedule 2 (Services) in relation to product quality. To the extent of any conflict or inconsistency between this Annexure A and Schedule 2 (Services) to the Head Agreement with respect to the requirements for receipt and handling of Moderna Vaccines, this Annexure A will take precedence.

1. GENERAL RESPONSIBILITIES	
1	The IProvider must maintain a quality system setting out responsibilities, processes and risk management principles in relation to their activities
2	The IProvider must ensure that its quality system provides, at a minimum, that: • management responsibilities are clearly specified • records are made contemporaneously • deviations from established procedures are documented and investigated • appropriate corrective and preventive actions are taken to correct deviations and prevent them in line with the principles of quality risk management
3	The IProvider's quality system should extend to the control and review of any outsourced activities related to any of the responsibilities defined in this Annexure A.
2. DOCUMENTATION	
1	The IProvider must ensure that documentation comprises all written procedures, instructions, contracts, records and data, in paper or in electronic form. Documentation should be readily available/retrievable.
2	The IProvider must ensure data integrity of both hard copies documents and electronic documents of the quality system by implementation of ALCOA+ (Attributable, Legible, Original, Contemporaneous, Accurate, Complete, Consistent, Enduring and Available) principles and as required by applicable regulations
3	Documents should be reviewed regularly and kept up-to-date by the IProvider. Version control should be applied to procedures
4	Records should be generated by the IProvider for each activity with potential impact to the quality, safety, efficacy or traceability of the Moderna Vaccines supplied under the Head Agreement
5	Documents and records should be retained by the IProvider for the period stated in applicable Law, but no less than three years

3. DEVIATIONS/COMPLAINTS/RECALLS/CHANGES	
1	The IProvider must ensure availability of written SOP for complaints, deviations, corrective and preventive actions, returns, suspected falsified medicinal products, recalls, damaged Moderna Vaccines
2	The IProvider must notify Health of any product quality complaint as soon as reasonably practicable following receipt of such complaint
3	The IProvider must manage damaged, returned or Deficient Moderna Vaccines to Health's Logistics Provider
4	The IProvider must notify the Department of any reports of counterfeiting, adulteration or theft of Moderna Vaccines, whether confirmed or unconfirmed as soon as reasonably practicable following being notified
5	The IProvider must support execution of any Moderna Recall and provide applicable distribution records within 1 day of request by Health.
4. REGULATORY INSPECTIONS	
1	The IProvider must inform Health immediately of any regulatory inspection of the IProvider's facilities impacting the Moderna Vaccines and allow Moderna representatives to be onsite for inspection involving discussions in relation to the Moderna Vaccines
2	The IProvider must inform Health of any results and deficiencies following inspections by relevant regulatory authorities which may impact the quality, efficacy, purity, and stability of the Moderna Vaccines
3	The IProvider must ensure support during any regulatory inspection related to the Moderna Vaccines, including with documentation related to the Moderna Vaccines subject to redaction of third party confidential information

Schedule 3 Notice of Inclusion (Model A)

To: [*IProvider's name ([ABN])*] (**IProvider**)

[*IProvider's address for notices under the Agency Order*]

This Notice of Inclusion (**Notice**) is issued pursuant to clause 10.1 of this Head Agreement dated [*insert*] between the Commonwealth of Australia as represented by the Department of Health and Aged Care (**Health**) and the IProvider (**Contract**).

[*Other Agency name and ABN*] (**Other Agency**) hereby acknowledges that when it submits an Order, it accepts the irrevocable offer made by the IProvider to provide the Services (as defined in this Head Agreement and in accordance with this Head Agreement (**Services**)) in accordance with clause 10.1 of this Head Agreement.

In this Notice, unless the context otherwise requires:

(a) terms used have the meaning given in this Head Agreement; and

(b) clause and provision references are references to this Head Agreement unless otherwise stated.

This Notice, combined with an Order, constitutes a separate agreement between the IProvider and the Other Agency (**Contract**).

Other Agency acknowledges that:

(a) the terms of this Head Agreement are not incorporated into the Agency Order;

(b) the IProvider is bound by the terms of this Head Agreement;

(c) the Other Agency is not a party to and is not bound by this Head Agreement; and

(d) this Head Agreement is a deed poll that is enforceable by the Other Agency notwithstanding that the Other Agency is not a party to it, including without limitation to enable the Other Agency to:

(i) issue Orders under clause 10.3 of this Head Agreement;

(ii) be supplied Services for the Service Charges in accordance with clause 12.1 of this Head Agreement; and

(iii) be invoiced in accordance with clause 32.2 of this Head Agreement.

Schedule 4 Pricing Schedule

1 Overview

(a) Unless otherwise agreed in an Order and without limiting clause 1(f) of this Schedule 4 (Pricing), this Schedule 4 sets out all of the Service Charges the IProvider is entitled to charge Health and/or an Agency for the provision of the Services under:

(i) an Agency Order (Model A); and

(ii) an Enterprise Order (Model B).

(b) Unless expressly stated otherwise in an Order, any consideration to be paid for a supply made under or in connection with the Order is 'GST inclusive'. All amounts in this Schedule 4 (Pricing) are GST inclusive.

(c) Without limiting clause 1(g) of this Schedule 4 (Pricing), the Service Charges in clauses 3, 5.2 and 5.3 of this Schedule 4 are the maximum Service Charges that may be charged for the relevant services.

(d) The **Service Charges** for Model A comprise the following:

(i) a set per dose charge for administration of each dose (clause 3 of this Schedule 4 (Pricing)); and

(ii) the charges and expenses set out in clause 5 of this Schedule 4 (Pricing).

(e) The **Service Charge** for Model B comprises a set per dose charge for administration of each of the first and second dose administered to a person (clause 3 of this Schedule 4 (Pricing)). The IProvider may also be entitled to payment of charges by an Enterprise, in respect of the provision of services to that Enterprise, in connection with an Enterprise Order.

(f) The IProvider is also entitled to payment of an Infrastructure Payment by Health in accordance with clause 2 of this Schedule 4 (Pricing).

(g) The IProvider is not entitled to a payment from Health or an Agency under the Head Agreement, an Agency Order or an Enterprise Order, as applicable, to the extent that the IProvider has claimed, or intends to claim, for that payment under another contract with Health, the other Agency or the Enterprise (as applicable). Health may require the IProvider to provide evidence, in a form acceptable to Health, which proves that the IProvider has not so claimed or is not so entitled.

(h) For clarity, an Agency Order may set out additional charges to the extent that the services being requested in an Agency Order can reasonably be said to fall outside the parameters that the parties would ordinarily expect to apply in respect of the Services. For example, in respect of the National Outbreak Response Option, or otherwise having regard to speed to deployment or the volume of vaccine doses to be administered per week.

(i) In this Schedule 4 (Pricing):

(i) not used;

(ii) **MMM 1** and **MMM 2 – 7** mean each of the areas designated as such in accordance the Australian Statistical Geography Standard – Remoteness Areas framework (as updated from time to time):

https://www.health.gov.au/health-topics/health-workforce/health-workforce-classifications/australian-statistical-geography-standard-remoteness-area.

2 Payment

(a) If the Agency named on an Agency Order is:

(i) a Commonwealth Agency (including Health), Health will pay the per-dose charge (see clause 3 of this Schedule 4 (Pricing)) and the relevant Commonwealth Agency (which may be Health) will pay any other Service Charges specified in the Agency Order; and

(ii) an Other Agency (excluding a Commonwealth company as defined in the PGPA Act), that Agency will pay all other Service Charges specified in the relevant Agency Order.

(b) Health will pay the per-dose charge set out in clause 3 of this Schedule 4 (Pricing) as agreed in an Enterprise Order.

(c) Health will pay the Infrastructure Payment (for both Model A and Model B) in accordance with clause 4 of this Schedule 4 (Pricing).

(d) The IProvider may also be entitled to payment of charges by an Enterprise, in respect of the provision of services to that person, in connection with an Enterprise Order.

3 Per-dose charge – Model A and Model B

(a) The IProvider is entitled to the payment of a per-dose charge for each Vaccine delivered under each Agency Order and for each of the first and second dose of a Vaccine delivered under each Enterprise Order.

(b) Subject to clause 3(a) but without limiting clause 6(d) of this Schedule 4 (Pricing), the IProvider is entitled to a per dose charge of:

(i) $21.00 for each dose of Vaccine administered at Vaccination Sites located within MMM 1 areas; and

(ii) $24.00 for each dose of Vaccine administered at Vaccination Sites located within MMM 2 - 7 areas.

(c) The IProvider will be entitled to invoice the per dose charges monthly in arrears.

(d) The per dose charges invoiced by the IProvider must reflect the immunisation encounters recorded by the IProvider in the AIR. Health or the Other Agency (as applicable) will not pay for any doses in excess of the recorded doses on the AIR by the IProvider.

(e) Payment will be made within 20 days following receipt of an invoice to Health or the Other Agency (as applicable) from the IProvider.

4 Infrastructure Payment – Model A and Model B

(a) Subject to clauses 4(b) and 4(c) of this Schedule 4 (Pricing), the IProvider is entitled to payment of the Infrastructure Payment set out in item 15 of Schedule 1 (Head Agreement Details), to contribute towards the third-party costs of goods and services required by the IProvider to set itself up to deliver the Services (the **Infrastructure Payment**).

(b) The IProvider may only issue an invoice for the Infrastructure Payment and be entitled to payment after the first Order under this Head Agreement comes into effect. Payment will be made within 20 days following receipt of an invoice to Health from the IProvider.

(c) The IProvider acknowledges and agrees that it is not entitled to the Infrastructure Payment under an Order to the extent that the IProvider has already been paid or claimed payment in respect of those same third-party costs of goods and services under another contract with the Commonwealth or an Other Agency.

(d) Health may require the IProvider to provide evidence, in a form acceptable to Health, that the goods or services acquired using the Infrastructure Payment are used in the performance of the Services.

(e) Without limiting the Agency's rights under the Agency Order, if the IProvider claims and receives the Infrastructure Payment, it must within 1 month (or such later date as Health may agree) after receiving the payment:

(i) provide a certificate signed by the IProvider Representative confirming that the goods and services acquired using the Infrastructure Payment were reasonably and properly incurred by the IProvider in connection with the delivery of Services under the Order;

(ii) provide to Health receipts and other evidence reasonably requested by Health to demonstrate that the Infrastructure Payment has been used to acquire the third-party goods and services that the IProvider specified it required the payment to acquire; and

(iii) if there is more than a 5% difference between the Infrastructure Payment and the amount used by the IProvider to acquire the third party goods and services, repay that amount to Health as directed and that payment will be a debt to Health until it is discharged.

(f) The IProvider must not claim an amount under clause 5.5 of this Schedule 4 (Pricing) (Other eligible expenses) for a third party good or service to the extent that the cost of that good or service has been funded by the payment of the Infrastructure Payment.

5 Additional Charges – Model A

5.1 Overview

(a) Unless otherwise specified in an Agency Order, the IProvider is entitled to the following charges (**Additional Charges**) from the Agency in respect of the provision of Administration of Vaccine Services:

(i) **a project management fee**, payable monthly for provision of the Program Services in each month during which an Agency Order is in effect;

(ii) **Time-based Charge:** an hourly charge for the administration of Vaccines by the IProvider under the Order; and

(iii) **expenses:** certain expenses, payable in accordance with clause 5.5 of this Schedule 4 (Pricing).

(b) The Additional Charges will be reduced by any Service Credits calculated in accordance with the Head Agreement and any Agency Order as applicable.

(c) In this clause 5, **Program Services** means any activities necessary for or incidental to the delivery of the vaccination activities as described in an Agency Order, including centralised clinical supervision, program management, scheduling and coordination, including with Subcontractors, administration activities, IT (including all systems to book and schedule patients), staffing and other human resources, central or regional operations, finance and accounting, records management, and compliance with the Head Agreement (including clause 3.2 of Schedule 2 (Services)) and any Agency Order.

5.2 Project management fee

(a) Unless otherwise agreed in an Order, in consideration for the delivery of the Program Services, the IProvider is entitled to a payment to establish and maintain a project management team for each part of a month or month in which the IProvider administers Vaccines under an Agency Order determined in accordance with clause 5.1(a) of this Schedule 4 (Pricing).

(b) The project management fee under an Agency Order will depend on the size of the vaccination administration team allocated by the IProvider to the performance of the Services and specified in an Order as follows:

Number of personnel providing the Services under an Order	**Project management fee ($) (GST exclusive)**
Less than 20	{. . .}
Between 20 and 50	{. . .}
Between 50 and 100	{. . .}
Between 100 and 200	{. . .}
Over 200	{. . .}

(c) The project management fee is payable in arrears, pro rata for any part month.

(d) Without limiting clause 5.2(e) of this Schedule 4 (Pricing), noting there may be economies of scale in the IProvider's costs of project management where the IProvider has been engaged by an Agency under more than one Agency Order, the Agency and the IProvider may agree in an Agency Order that the project management fees under one Agency Order cover the project management fees under one or more later Agency Orders.

(e) Where the IProvider has entered into more than one Agency Order, the IProvider must not seek double recovery of the project management fee under those Agency Orders and Health may require the IProvider to provide evidence to the IProvider that it does not so claim.

5.3 Time-based Charge

(a) The IProvider is entitled to be paid a fee (**Time-based Charge**) for each member of the vaccination administration team that is used in a vaccine deployment in that month under an Order:

Time-based Charge = A x B

where:

A = the hourly rate for the relevant member of the vaccination administration team set out in **Annexure A**; and

B = subject to (b), the hours worked by the relevant team member where the hours are rounded up to the nearest 15 minutes, the clock starts ticking at the time the services start and ends when all vaccination administration activities (being activities that are both directly connected with the administration of a Vaccine and performed at a Vaccination Site) are completed.

(b) The rates set out in Annexure A apply between the hours of 7am to 6pm. Outside these hours, the rates will be subject to the following increases:

Time	Rate increase (%)
Evening, after 6pm	{. . .}
Saturday:	{. . .}
Sunday:	{. . .}
Public Holidays:	{. . .}

(c) For clarity, the IProvider is only permitted to provide Services under an Agency Order in a Location and Sector in respect of which pricing is agreed, as set out in Annexure A.

(d) The Time-based Charge will be calculated based on a minimum of four (4) hours for each deployment of each member of the vaccination administration team (unless otherwise specified in an Agency Order).

(e) The Time-based Charge can only be charged for vaccination administration teams deployed to Vaccination Sites (and not to any Offsite Storage Facility) in accordance with an Order.

(f) The IProvider will be entitled to payment of the Time-based Charge monthly in arrears and within 30 days following receipt of an invoice from the Iprovider.

(g) Without limiting the basis on which the Time-based Charge is determined and an Agency's rights under the Head Agreement (including the right to audit) or any Agency Order, the Iprovider need only set out the charge for the whole vaccination administration team that is deployed on an invoice (ie there is no need to specify the time for each individual team member).

(h) The Iprovider can only charge a Time-based Charge for Personnel actually providing the Services. If a vaccination administration team is typically comprised of, say, 6 members, but only 3 members attend a Vaccination Site, the invoice would be calculated on the basis of the time incurred by 3 members of the team.

5.4 Travel expenses

(a) Unless otherwise specified in an Agency Order or clause 5.4(c) of this Schedule 4 (Pricing) applies, the IProvider is entitled to be reimbursed for travel and related accommodation and daily living costs reasonably and properly incurred by the IProvider in connection with the delivery of Services at a Vaccination Site (other than an Offsite Storage Facility) located in MMM 2-7 under the Agency Order, plus an administration fee determined in accordance with clause 5.4(f) of this Schedule 4 (Pricing), provided that:

(i) unless otherwise agreed by the Agency, the maximum amount the IProvider is entitled to claim per month during the term of an Agency Order is the **Not to Exceed Amount** for each jurisdiction, as set out in the Agency Order;

(ii) without limiting the Agency's rights under the Agency Order, the IProvider substantiates each claim for expenses to the reasonable satisfaction of the Agency and provides, with each claim for such expenses, a certificate signed by the IProvider Representative that it has substantiated that the costs claimed were reasonably and properly incurred by the IProvider in connection with the delivery of Services under the Agency Order; and

(iii) unless otherwise specified in an Agency Order, the costs claimed must be no greater than the entitlements for non-SES staff under the Health's travel expenses policy or equivalent Agency policy provided to the IProvider from time to time.

(b) For clarity, the Not to Exceed Amount is inclusive of the administration fee determined in accordance with clause 5.4(f) of this Schedule 4 (Pricing).

(c) The IProvider will not be entitled to travel expenses in respect of Personnel where no travel allowances are payable to the IProvider's Personnel in accordance with the IProvider's policy (for example, where the IProvider is able to provide the Services from their usual work location).

(d) The IProvider will be entitled to payment of the travel expenses monthly in arrears and within 20 days following receipt of an invoice from the IProvider.

(e) Where the IProvider has incurred more than the Not to Exceed Amount in expenses for a jurisdiction in a given month, the IProvider may request that the Agency increase the Not to Exceed Amount for that jurisdiction for that month, and IProvider is not required to perform the Services in that jurisdiction to the extent that the Agency unreasonably refuses to increase the Not to Exceed Amount.

(f) The IProvider is entitled to be reimbursed as an administration fee an amount equal to the lesser of:

(i) 10% of the travel and related accommodation and daily living costs reasonably and properly incurred by the IProvider in connection with the delivery of Services at a Vaccination Site (other than an Offsite Storage Facility) located in MMM 2-7 under the Agency Order; and

(ii) the actual administration fee payable by the IProvider to a third party (including a travel agency) in connection with the relevant travel and related accommodation.

5.5 Other eligible expenses

(a) The IProvider is entitled to be reimbursed by the Agency for Other Eligible Expenses provided that they are reasonably and properly incurred by the IProvider in connection with the delivery of Services under an Agency Order, provided that:

(i) the costs must be pre-approved by the Agency prior to being incurred;

(ii) the costs must be properly and fully substantiated (including itemisation of each Ancillary Consumable included in such costs and provision of third party invoices) to the reasonable satisfaction of the Agency;

(iii) the Agency will not approve Other Eligible Expenses if the IProvider has already been funded by Health, the Agency or another Agency in respect of those Other Eligible Expenses under a separate Order (and the IProvider must ensure that any such resources funded by Health or other Agencies are, if possible, made available for use under all Orders);

(iv) the IProvider must take into account any other entitlement to reimbursement or compensation that the IProvider or the individual has in respect of those costs (and must not seek double recovery); and

(v) the IProvider may only invoice for third party costs when it has received an invoice for payment from the third party.

(b) **Other Eligible Expenses** means third party expenses incurred after the Agency Order Commencement Date relating to provision of the Services for:

(i) Ancillary Consumables, including equipment (clinical kits, coolers, fridges, and data loggers);

(ii) hire of Vaccination Sites, other than Offsite Storage Facilities (and associated costs, eg insurances) and distribution; and

(iii) storage for Inventory.

(c) The IProvider will be entitled to payment of the expenses monthly in arrears and within 20 days following receipt of an invoice from the IProvider.

6 Adjustment

(a) From 1 July 2023, and for each subsequent year of the Head Agreement Period, the IProvider is entitled to apply and be granted an increase of the Service Charges in clauses 3(b) (per dose charge) 5.2(b) (project management fee) and 5.3(a) (Time-based Charge) and Annexure A (Time-based Charge) each of this Schedule 4 (Pricing).

(b) The increase will apply to any Agency Order which has not yet expired and future Agency Orders.

(c) The Service Charges increase may not be more than the change in the wage price index (the private sector seasonally adjusted index) for the preceding 12 months, as published by the Australian Bureau of Statistics. Service Charges will be adjusted from 1 July of that year and will apply to Order entered into after this date.

(d) The parties acknowledge and agree that for the year commencing 1 July 2023, the IProvider has been granted an increase of 3.6% for the relevant Service Charges as contemplated in clause 6(a) of this Schedule 4 (Pricing). For clarity, the figures for the relevant Service Charges set out in this Schedule, including its Annexure A, have not been updated to take into account this increase.

Annexure A – Time-based Charge for vaccine administration teams

Hourly Rates

In this Annexure A:

(a) **Modified Monash Model (MMM)** means the categorization of all Australian locations as urban, regional, or remote as published at https://www.modifiedmonashmodel.com/

(b) **Modified Monash Model Category 1** (MM 1): means a Vaccination Site having an MMM description of Metropolitan

(c) MM 2 means a Vaccination Site having an MMM description of Regional centres

(d) MM 3 means a Vaccination Site having an MMM description of Large rural towns

(e) MM 4 means a Vaccination Site having an MMM description of Medium rural towns

(f) MM 5 means a Vaccination Site having an MMM description of Small rural towns

(g) MM 6 means a Vaccination Site having an MMM description of Remote communities

(h) MM 7 means a Vaccination Site having an MMM description of Very remote communities

The rates in this Annexure A are GST exclusive

[***Note to Health: The hourly rates in this Annexure will be increased by the percentage specified in clause 6(d) above.***]

Schedule 5 Request for Quotation Template (Model A)

Note to IProvider:

This Schedule 5 provides a Request for Quotation (RFQ) template that includes the typical information that an Agency will provide to the IProvider to request a quotation for the provision of Administration of Vaccine Services to an Agency, as detailed in clause 10.2 of this Head Agreement. It is intended that the RFQ will be provided as a smart form. The intent of this template and any smart form is to achieve a high level of standardisation and consistency in Agency RFQs to provide efficiencies to Agencies and IProviders, however, it will not be mandatory that Agencies use this RFQ Template or any resulting smart form to request quotes from IProviders.

1. Introduction

1.1. This RFQ is issued under clause 11.3 of the Head Agreement between the IProvider and the Department of Health and Aged Care.

Request For Quotation for Services	
[IProvider's Representative] [IProvider's Name] [IProvider's Address] [IProvider's ABN] **Sent via**: [email]: [IProvider's email address]	
Agency Information	
Agency	[Insert Agency name]
Other Agency	[Yes or No]
Agency File Reference	[Insert Agency file reference number]
RFQ Reference	[Insert Agency RFQ reference number]
Cost Centre	[Insert Agency's cost centre]
Agency Representative	Name: [Insert contact name] Position: [Insert title] Address: [Insert address, including postcode] Email: [Insert email address] Contact number: [Insert contact number, including area code] Mobile: [Insert mobile number]

Request For Quotation for Services	
RFQ and Proposed Order Details	
RFQ Release Date	[insert date the RFQ is released]
RFQ Closing Date	[insert date and time the RFQ closes]
Proposed Order Commencement Date	[insert date the Services will commence] [***note allow 14 days after signing order for vaccine delivery or such other time specified in the VAPP Manual***]
Proposed Order Term and/or Order completion date	[insert the Order term and/or completion date] [Completion date must be the earlier of [proposed date] or the expiry or early termination of the Head Agreement]
Options to extend	The Agency may extend the Agency Order for [insert time period] by providing written notice to the IProvider prior to the order completion date specified in the Order. [***Note: the Agency Order cannot be extended beyond the term of the Head Agreement***]
Statement of Work	
Services description	• Providing support for all aspects of vaccine administration (principally, workforce management, verifying recipient eligibility for vaccination, scheduling of appointments to manage supply and demand, distribution of Vaccine, reporting, refrigerated storage capacity and management, physical security of vials, follow-up for second dose if required for the Target Population); • vaccination for the Target Population, at each Vaccination Site; • any other Service set out in Schedule 2 (Services); in accordance with the Order and the Head Agreement;
Target Population	[include details of anticipated numbers of persons to be vaccinated at each location and description of persons (such as childcare workers)]
Delivery Model	Specify model to be used: • **Mobile Clinics** – trucks that pull up outside other facilities (eg school) • **In-reach** – going to a location and providing the services on site to people who live or work at that site and to other people by invitation (eg family members) • **New Clinics** (including mass vaccination clinics) – setting up a clinic at a particular location (eg sport stadium, community hall)
Vaccine	[include details of type(s) of Vaccines.] [Note: If the Agency is an Other Agency the vaccines will not be supplied by Health, and the Other Agency is responsible for acquiring the vaccines to be administered under this Order]
Locations	[Insert the location/sites of persons to be vaccinated]

Request For Quotation for Services	
Subcontractors	[Select one of the following statements: The IProvider may nominate subcontractors to provide some or all of the Services; or The IProvider may not nominate subcontractors to provide some or all of the Services.]
National Outbreak Response Option	[Yes/No – Is this order for National Outbreak Response Option?]
Service Charges	[Insert "Are the Service Charges specified in Schedule 4 (Pricing)" if the pricing from the Head Agreement applies or "Are the Service Charges listed below: [insert these]]
Payment Terms	[Select the relevant payment terms] [For Agencies that are not Other Agencies: (a) five calendar days where the Agency and the IProvider both have the capability to deliver and receive invoices through the Pan-European Public Procurement On-Line Framework and have agreed to use this method of invoicing; or (b) 20 calendar days] [For Other Agencies: [insert payment terms]]
Invoicing	[Agency to include any additional invoicing requirements]
Travel	[Insert details of any travel that may be required or insert Not Applicable].
Additional Charges	[insert any additional charges]
GST	[Insert "N/A" if Service Charge is GST inclusive or insert "GST exclusive" if the Service Charge is GST exclusive]
Key Personnel Requirements	
Required Qualifications and Experience	[Include details of mandatory/desired qualifications, expertise, capacity and capability of Key Personnel, and whether or not they must have a security clearance]
Other Requirements for Key Personnel	[For example, proposed Personnel performing the Services may be required to sign a deed and acknowledgements relating to confidentiality, security and other relevant matters as required by the Agency. Any Agency Order will be conditional on this occurring]
Additional Requirements	
Additional clauses	[if required]
Liability	[The default liability cap is set out in clause 22 of the Head Agreement. Specify if an alternate liability cap should apply. State any amendments to the exclusions to the liability cap, or other liability positions required]

Request For Quotation for Services	
Additional or alternate requirements – insurance	[Insert any additional requirements (if any) for relevant insurances where these differ from the insurance amounts in the Head Agreement; or insert 'Not Applicable'. Where 'Not Applicable' is specified, the insurance requirements under the Head Agreement will apply] [Insert if the IProvider may self-insure for certain insurance amounts where this is permitted by law]
Agency Service Levels	[Insert any proposed service level that apply to the delivery of the Services]
Conditions/Restrictions for Personal Information	[State any additional conditions/restrictions for Personal Information contained in this Head Agreement, or that apply to particular aspects of work or insert 'Not Applicable']
Other Additional Requirements	[Include any other additional requirements, if applicable - for example additional reporting requirements]
Minimum Requirements for Vaccination Sites	[Advise of acceptable changes to the minimum requirements for vaccination sites (see clause 4, Schedule 2 (Services)), having regard to the Delivery Model, location of Target Population of other special circumstances]
Commonwealth Policy Requirements	
Black Economy Policy	[Mark "Not applicable" for Other Agencies] [For procurements valued at $4 million or more the Black Economy Policy applies.]
Indigenous Procurement Policy	[For procurements valued at $7.5 million or more, insert that clause 34.1 of this Head Agreement applies]
Australian Industry Participation Plan	[Mark "Not applicable" for Other Agencies] [For procurement valued at $20 million or more, the Australian Industry Participation policy may apply]
Evaluation Criteria	

Responses to this RFQ will be evaluated against the following criteria: [***Note: Agencies should select the evaluation criteria they wish to apply (if any) and may include their own criteria***].

- The IProvider's demonstrated understanding of the Services required, including the identification of any key challenges and the management of risk.
- The IProvider's demonstrated capability and capacity to provide the Services described in this Order to a high standard and within the specified timeframes.
- The IProvider's demonstrated organisational experience in providing the similar services to the Services described in this Order.
- The relevant experience of nominated Key Personnel in providing the similar services to the Services described in this Order [include any relevant qualifications, certifications, etc. required].
- The professional and other standards that your organisation would apply to the Services and the measures your organisation proposes to ensure that standards are maintained for the term of the Agency Order.
- The extent to which the level and structure of Service Charges proposed provides value for money.

Request For Quotation for Services

Responding to this RFQ

[Agencies will select from the requirements below and/or include their own requirements]

The IProvider is required to complete the following information:

[IProvider's Representative]

[IProvider's Name]

[IProvider's Address]

[IProvider's ABN]

[IProvider's contact details]

[IProvider's capacity]

[IProvider's nominated industry sectors and population groups]

[IProvider's team compositions]

[IProvider's pricing]

[IProvider's nominated locations/regions]

In responding to this RFQ, the IProvider should address each of the evaluation criteria outlined above.

The IProvider is also required to:

- identify any subcontractors nominated to provide the services and their role in the delivery of the services
- disclose any conflicts of interest it would have with the delivery of the Services
- include any information in its response that it requests to remain confidential:

IProvider Confidential information	Period of Confidentiality

Schedule 6 Order Template (Model A)

Note to IProvider:
This Schedule 6 provides an Order template for the provision of Administration of Vaccine Services for the timely, safe and flexible administration of COVID-19 vaccines in line with *Australia's COVID-19 Vaccine National Rollout Strategy* across nominated Vaccination Sites. It is intended that the Order template will be provided as a smart form. The intent of this template and any smart form is to achieve a high level of standardisation and consistency in Agency Orders to provide efficiencies to Agencies and IProviders, however, it will not be mandatory that Agencies use this Order template or any equivalent smart form to order Services from IProviders.

1. Introduction

1.1. This Order is issued in accordance with clause 10.3 of the Head Agreement.

Order for Services	
[IProvider's Representative] [IProvider's Name] [IProvider's Address] [IProvider's ABN or ACN] **Sent via**: [email]: [IProvider's email address]	
Agency Order Information	
Agency	[Insert Agency name]
Other Agency	[Yes or No]
Agency File Reference	[Insert Agency File Reference]
Order Number	[Insert Agency's reference number for this Order for Services]
Cost Centre	[Insert Agency's cost centre]
Notice of Inclusion	[For Agencies that are not "Other Agencies", mark "Not applicable"] [For Other Agencies: [attached] [OR] [already provided with previous Order submitted under the Head Agreement]
Order Commencement Date and Term	
Order Commencement Date	[insert date the Order commences] [***Note: allow 14 days after signing order for vaccine delivery or such other timeframe specified in the VAPP Manual***]

Order for Services	
Order Term and Extensions	The Order expires on [insert date] (Initial Term). The Agency may extend the Initial Term of this Order for a further period or periods, not exceeding the term of the Head Agreement, on the same terms and conditions of this Order, by giving written notice to the IProvider, prior to end of the Initial Term of this Order (Extension Period/s).]
Statement of Work	
Services Description	• Providing support for all aspects of vaccine administration (principally, workforce management, verifying recipient eligibility for vaccination, scheduling of appointments to manage supply and demand, distribution of Vaccine, reporting, refrigerated storage capacity and management, physical security of vials, follow-up for second dose if required for the Target Population); • vaccination for the Target Population, at each Vaccination Site; • any other Service set out in Schedule 2 (Services); in accordance with this Order and the Head Agreement;
Target Population	[include details of anticipated numbers of persons to be vaccinated at each location and description of persons (such as childcare workers)] In addition to the Target Population specified the Agency may request that the IProvider administers vaccines to other target populations under an Order. If the IProvider agrees, the "Target Population" is taken to include the population requested by the Agency.
Delivery Model	Specify model to be used: • **Mobile Clinics** – trucks that pull up outside other facilities (eg school) • **In-reach** – going to a location and providing the services on site to people who live or work at that site and to other people by invitation (eg family members) • **New Clinics** (including mass vaccination clinics) – setting up a clinic at a particular location (eg sport stadium, community hall)
Vaccine	[include details of type(s) of Vaccines.] [***Note: If the Agency is an Other Agency the vaccines will not be supplied by Health, and the Other Agency is responsible for acquiring the vaccines to be administered under this Order***]
Location	[Insert the required work location/sites of persons to be vaccinated]
Personnel requirements	[Insert the anticipated number of personnel providing the Services under the Order]
Subcontractors	[Insert details of approved subcontractors for this Order, or insert 'Not Applicable']
National Outbreak Response Option	[Yes/No]
Service Charges	[Insert "Are the Service Charges specified in Schedule 4 (Pricing)" if the pricing from the Head Agreement applies or "Are the Service Charges listed below: [insert these]]

<table>
<tr><th colspan="2">Order for Services</th></tr>
<tr><td>Additional charges</td><td>[Set out any additional charges. These can only be charged to the extent that the services being provided under this Order can reasonably be said to fall outside the parameters that the parties would ordinarily expect to apply in respect of the Services. For example, in respect of the National Outbreak Response Option, or otherwise having regard to speed to deployment or the volume of vaccine doses to be administered per week]</td></tr>
<tr><td>Travel and Not to Exceed Monthly Expenses</td><td>
<table>
<tr><th></th><th>Not to Exceed Amount</th></tr>
<tr><td>Australian Capital Territory</td><td></td></tr>
<tr><td>New South Wales</td><td></td></tr>
<tr><td>Northern Territory</td><td></td></tr>
<tr><td>Queensland</td><td></td></tr>
<tr><td>South Australia</td><td></td></tr>
<tr><td>Tasmania</td><td></td></tr>
<tr><td>Victoria</td><td></td></tr>
<tr><td>Western Australia</td><td></td></tr>
</table>
[Note to IProvider: please insert your estimated not to exceed monthly expenses based on your proposed teams. Please shade out in grey any jurisdiction in which you will not provide services.]
[Outline anticipated travel requirements]
</td></tr>
<tr><td>Invoicing</td><td>[include any invoicing requirements]</td></tr>
<tr><td>GST</td><td>[Insert “N/A” if Service Charge is GST inclusive or insert “GST exclusive” if the Service Charge is GST exclusive]</td></tr>
<tr><td>Restrictions on use of IProvider’s name, trade name or logo</td><td>[Insert any reasonable restrictions on the Agency’s use of the name, trade name or logo of the IProvider]</td></tr>
</table>

Order for Services

Confidential Information

[Include details in table below or insert Not Applicable. If approved by the Agency, relevant sections of the IProvider's internal working papers may be specified as IProvider Confidential information]

Agency Confidential information *(for example)*	**Period of Confidentiality**
Agency data	Indefinitely
Any Personal Information held by the Agency	Indefinitely
Security Classified Information	Indefinitely

The IProvider Confidential information	**Period of Confidentiality**

[Information on confidentiality provisions is available at: http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement- cycle/principles.html]

Key Personnel Requirements

Name Key Person or Key Personnel	[Insert name of any Key Person or Key Personnel]
Required Qualifications and Experience	[Include details of mandatory/desired qualifications, expertise, capacity and capability of Key Personnel, and whether or not they must have a security clearance]
Other Requirements for Key Personnel	[For example, proposed Personnel performing the Services may be required to sign a deed and acknowledgements relating to confidentiality, security, moral rights, intellectual property and other relevant matters as required by the Agency. Any Agency Order will be conditional on this occurring]

Obligations that apply to Other Agencies

Waiver of deed poll	[*If Agency is not an Other Agency, mark this section "Not applicable"*] [The Agency, being an Other Agency, represents and warrants that, to the extent this Order is inconsistent a term of this Head Agreement, the Other Agency will not purport to enforce that term of the Head Agreement, notwithstanding that Other Agency would otherwise be entitled to enforce it as a deed poll.]

Order for Services	
Incorporation of certain provisions	[*If Agency is not an Other Agency, mark this section "Not applicable"*] The Agency, being an Other Agency, agrees that the following terms of the Head Agreement are incorporated into this Order, and all obligations on "Agency" in those clauses of the Head Agreement are binding on the Agency and are enforceable by IProvider as such: Clauses1, 3.1(c), 4.1, 4.2, 8, Part B, and clauses 32, 33, 35, 37, 38 of this Head Agreement
Notice of Inclusion	[*If Agency is not an Other Agency, mark this section "Not applicable"*] The Agency, as an Other Agency: (a) confirms that on or before submitting this Order it has provided a Notice of Inclusion to IProvider; (b) acknowledges that the Notice of Inclusion forms part of this Order and is binding on it.
Additional requirements	
Additional clauses	[if required]
Associated Outputs	[Insert the delivery of services that are (in the view of the Agency) consequential to and/or necessary for facilitating the Administration of Vaccine Services required by an Agency]
Return of confidential information	[The default position under clause 37.6(c) of this Head Agreement is that the IProvider may retain one copy of Agency Confidential Information to the extent included in the Agency Order Material for its professional record keeping obligations, for insurance purposes or as otherwise required by Law. Specify if an alternate position is to apply]
Conditions/Restrictions for Personal Information	[State any additional conditions/restrictions for Personal Information contained in this Head Agreement, or that apply to particular aspects of work or insert 'Not Applicable']
Liability	[The default liability cap is set out in clause 22 of this Head Agreement. Specify if an alternate liability cap should apply. State any amendments to the exclusions to the liability cap, or other liability positions required]
Additional or alternate requirements – insurance	[Insert any additional requirements (if any) for relevant insurances where these differ from the insurance amounts in the Head Agreement; or insert 'Not Applicable'. Where 'Not Applicable' is specified, the insurance requirements under the Head Agreement will apply] [Insert if the IProvider may self-insure for certain insurance amounts where this is permitted by law]
Agency service levels	[Insert any Agency service levels that apply to the Order]
Conditions/Restrictions for Personal Information	[State any additional conditions/restrictions for Personal Information contained in this Head Agreement, or that apply to particular aspects of work or insert 'Not Applicable']
Other Additional Requirements	[Include any other additional requirements, if applicable, for example additional reporting requirements]

Order for Services	
Minimum Requirements for Vaccination Sites	[Advise of acceptable changes to the minimum requirements for vaccination sites (see clause 4, Schedule 2 (Services)), having regard to the Delivery Model, location of Target Population of other special circumstances]
IProvider termination right	[The default position under clause 28.2(c) of this Head Agreement is that the IProvider may terminate the Agency Order due to Agency non-payment of Service Charges, or if the Agency breaches a material provision and does not remedy this within 40 Business Days after receiving a notice to remedy. Insert whether this position or an alternative position applies (including if different timeframes should apply)]
Termination for convenience costs in relation to Service Charges for Services calculated on a milestone basis	[The default position under clause 28.4(c) of this Head Agreement is that where Service Charges in an Order are calculated on a milestone basis, the Agency will pay Service Charges for Ordered Services completed before the date of termination for convenience on a time and materials basis where the IProvider can substantiate this. Insert whether this position or an alternative position applies]
Existing Material	[The default position in the Head Agreement (definition of Existing Material) is that improvements, modifications or enhancements to Existing Material is owned by IProvider and licensed to Health / Agency. Specific if a different position should apply]
Training	[Insert any additional training required to be provided by the IProvider]
Offshoring of Agency Material	[Under the Head Agreement, Agency Data must not be accessed from our stored outside Australia. Specify here if any Agency Data can be sent outside of Australia]
Restrictions on third party use of Contract Material	[Insert any restrictions on third party use of Contract Material for the purpose of clause 35.4 of this Head Agreement]
Commonwealth Procurement Connected Policy Requirements	
Include details of any Commonwealth procurement connected policy requirements that apply to the Order e.g. Black Economy Policy, Indigenous Procurement Policy, Australian Industry Participation Plan.	
Agency Information	
Agency Representative	**Name**: [Insert contact name] **Position**: [Insert title] **Address**: [Insert address, including postcode] **Email**: [Insert email address] **Contact number**: [Insert contact number, including area code] **Mobile**: [Insert mobile number]
Agency Address for Notices	**Physical Address**: [Insert physical address for the Agency] **Postal Address**: [Insert the postal address for notices, if different to the physical address] **Email**: [Insert the email address for notices]
Agency Address for Invoices	Invoices must be submitted to [insert email address for invoices] and must contain [include any other requirements for the invoice e.g. that the purchase order no. must be quoted in the invoice]

Order for Services	
Agency Material	[Insert any Agency Material that the Agency agrees to the provide the IProvider for the purpose of clause 35.1(a) of this Head Agreement]
IProvider Information	
IProvider Representative	**Name**: [Insert contact name] **Position**: [Insert title] **Address**: [Insert address, including postcode] **Email**: [Insert email address] **Contact number**: [Insert contact number, including area code] **Mobile**: [Insert mobile number]
IProvider Address for Notices	**Physical Address**: [Insert physical address for the IProvider] **Postal Address**: [Insert the postal address for notices, if different to the physical address] **Email**: [Insert the email address for notices]

Signed for and on behalf of
Commonwealth of Australia
as represented by the [insert Agency name] [insert Agency ABN]

_____
name of authorised officer

_____
title of authorised officer

_____
Signature of authorised officer

Signed for and on behalf of
[insert IProvider's name], [insert IProvider's ABN]

_____
name of IProvider's authorised representative

_____
title of IProvider's authorised representative

_____
Signature of IProvider's authorised representative

Schedule 6A – Order Variation Template

Parties

A. Commonwealth of Australia as represented by [insert Agency name and ABN] (**Agency**); and

B. [Name and ABN of IProvider] (**IProvider**)

Recitals

A. The Agency and the IProvider are party to an Order dated [insert date] for the provision of [include description of the services].

B. The parties wish to vary the Order as provided by this Deed of variation.

The parties agree as follows:

The Order is varied in accordance with the terms set out below. Unless specifically stated in this Order variation, all terms and conditions of the Order continue unaffected.

1.	**Order Variation number**	
2.	**Raised by**	
3.	**Details of change (use attachments if required)**	
4.	**Implementation date of variation**	
5.	**Effect on services**	
6.	**Plan for implementing the change [if any]**	
7.	**Effect on price [if any]**	
8.	**Effect on service levels [if any]**	
9.	**Other relevant matters (e.g. transitional impacts)**	

Variation to Order:

[Insert description of variation]

Agency _____

Name (print) _____

Position _____

Signature _____

Date _____

IProvider _____

Name (print) _____

Position _____

Signature _____

Date _____

Schedule 7 Performance Management Framework and KPIs

1. General

1.1. The IProvider must deliver the Services to meet the KPIs set out in this Schedule. Where the IProvider fails to meet the KPIs, Health may apply Service Credits in respect of Service Charges paid or payable by Health in accordance with this Head Agreement or the relevant Order, using the following methodology.

1.2. The KPIs are set out in section 2 below, together with, for each KPI, the relevant reporting period.

1.3. Where any KPI has not been achieved for a reporting period, Health may apply the applicable Service Credit against the monthly Service Charges paid or payable by Health. Health will determine which KPI (if any) will have Service Credits applied.

1.4. Where a single event has caused failure of a number of KPIs to be achieved then Service Credits will only apply to a maximum of one KPI failure, to be determined by Health.

2. Key Performance Indicators

	KPI	**Service Credit %**	**Assessment period / date**
KPI 1	No more than 1% of Vaccines provided to the IProvider in any month become Wastage.	2% of the monthly Service Charge	Monthly
KPI 2	Record all vaccinations data in the AIR within 24 hours of the dose being administered, where a Medicare number is provided. Record all vaccinations data in the AIR within 3 Business Days of the dose being administered where no Medicare number has been provided. Health must be notified within 24 hours where this is outside of the control of the provider.	2% of the monthly Service Charge	Monthly

3. Additional Agency service levels

3.1 An Agency may impose service levels on IProvider, and associated service credits in respect of Service Charges that are payable by that Agency, in an Agency Order.

Schedule 8 Reporting (Model A)

1. Obligations

1.1. The IProvider must:

(a) provide to Health a report at the frequency notified and in the form provided by Health, that, unless otherwise directed by Health, includes all Vaccine vials received, stored, moved, administered, damaged, lost and returned, including the quantities, location, and time of each dealing with the Vaccine doses, from the point of collection or acceptance to the point of administration and disposal to enable Health to track and trace each dose of Vaccine. Such report to be a complete and accurate record of those details;

(b) provide to Health with a weekly report in the form provided or using the system requested by Health from time to time, that includes details of vaccine doses administered (cumulative as well as identified by date of administration), as relevant to the Vaccination Site details of vaccination appointments that proceeded or where cancelled or rescheduled (and the reasons for such cancellation or rescheduling), incidents and events, cancellations, including reason for cancellation and when they have been rescheduled, and anticipated sites for the next day;

(c) comply with the Wastage requirements set out in the VAPP Manual;

(d) record all vaccinations data in the AIR within:

(i) 24 hours of the dose being administered, where a Medicare number is provided; and

(ii) 3 Business Days of the dose being administered where no Medicare number has been provided,

and without limiting the obligations in paragraphs (i) and (ii) of this clause 1.1(d), notify Health within 24 hours where records required under those paragraphs are not provided within the required timeframes, and where this is for reasons outside of the control of the IProvider such notification must describe those reasons;

(e) keep a record of all deliveries of Inventory that are accepted by IProvider in accordance with an Agency Order; or Enterprise Order Request

(f) obtain confirmation from the Vaccination Sites that consents from all eligible recipients of the Vaccine have been obtained prior to administering the Vaccine in the form prescribed by Health and in accordance with the process set out in the Implementation Plan;

(g) on request, any other information reasonably required by Health in connection with the IProvider's performance of the Services and the COVID-19 Vaccine Rollout;

(h) deliver to Health a site readiness checklist; and

(i) deliver to Health the reports required in accordance with this Schedule; and

(j) comply with any additional reporting requirements notified by Health the IProvider in the VAPP Manual.

1.2. Health will provide details of the reporting process and a template report. Health may amend the reporting process, template report or requirements set out in this item from time to time by providing notice by email to the IProvider.

Schedule 9 IProvider's Confidential Information

[The following information is confidential to the IProvider:

Item	Description of Information	Reason for confidentiality	Period of confidentiality
1.	{. . .}	{. . .}	[{. . .}][For the Head Agreement Period plus an additional seven years.]]
2.	{. . .}	{. . .}	[{. . .}][For the Head Agreement Period plus an additional seven years.]]
3.	{. . .}	{. . .}	[{. . .}][For the Head Agreement Period plus an additional seven years.]]
4.	{. . .}	{. . .}	[{. . .}][For the Head Agreement Period plus an additional seven years.]]
5.	{. . .}	{. . .}	[{. . .}][For the Head Agreement Period plus an additional seven years.]]

]

[None.]

Schedule 10 Deed of Variation

Parties

A. Commonwealth of Australia as represented by the Department of Health and Aged Care ABN 61 970 632 495 (**Health**); and

B. [Name and ABN of IProvider] (**IProvider**)

Recitals

A. Health and the IProvider are party to this Head Agreement dated [insert date] for the provision of Services.

B. The parties wish to vary this Head Agreement as provided by this Deed of variation.

The parties agree as follows:

This Head Agreement is varied in accordance with the terms set out below. Unless specifically stated in this Deed of Variation, all terms and conditions of this Head Agreement continue unaffected.

1.	**Deed of Variation number**	
2.	**Raised by**	
3.	**Details of change (use attachments if required)**	
4.	**Implementation date of variation**	
5.	**Effect on services**	
6.	**Plan for implementing the change [if any]**	
7.	**Effect on price [if any]**	
8.	**Effect on service levels [if any]**	
9.	**Other relevant matters (e.g. transitional impacts)**	

Variation to Head Agreement:

[Insert description of variation]

Signed as a deed on _____ *(insert date of this deed)*.

SIGNED, SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia, represented by the Department of Health and Aged Care ABN 83 605 426 759 by:

_____
Signature of Signatory

_____
Full name of Signatory

Date:

_____
Signature of Witness

_____
Full name of Witness

SIGNED, SEALED AND DELIVERED by [insert IProvider's name and ABN] by the following persons in accordance with section 127 of the *Corporations Act 2001* (Cth):

_____
Signature of Director

_____
Full name of Director (print)

Date:

_____
Signature of Director/Company Secretary

_____
Full name of Director/Company Secretary

Schedule 11 Enterprise Order Request

This Enterprise Order Request (including its attachments) is issued by [*insert IProvider's name and ABN*] (the **IProvider**) to the Commonwealth of Australia as represented by the Department of Health and Aged Care (**Health)** in accordance with clause 15 of the Head Contract (*contract number [insert*]) dated [*insert date of execution*] (**Head Agreement**).

In this Enterprise Order Request, except where the context otherwise requires, terms used have the meaning given in this Head Agreement and clause and provision references are references to this Head Agreement unless otherwise stated.

This Enterprise Order Request will become an Enterprise Order when Health approves the Enterprise Order Request in accordance with clause 15(b)(iii) of this Head Agreement, and the Enterprise Order includes any changes to the original Enterprise Order required by Health in accordance with that clause.

Details

Item	Description	Details
1	IProvider's Contact Details	*[Include]*
2	IProvider's Capacity	*[Include]*
3	Sectors and Population Groups	*[insert IProvider's nominated industry sectors and population groups]*
4	Team Compositions	*[Insert IProvider's team compositions]*
5	Location(s)	*[Insert IProvider's nominated locations/regions]*
6	Name of Enterprise	*[Include]*
7	Vaccine type(s)	*[Include]*
8	Vaccine Quantity	*[Minimum numbers to align with minimum order numbers for vaccine type, unless Health confirms a lower number is appropriate to provide vaccines to a particular target population or having regard to the Location]*
9	Target Population	*[insert]*
10	Anticipated services commencement and end date	*[insert]*
11	Services Charge	*[insert]*
12	Any other information	*[Include]*

Item	Description	Details
13	Liability Cap for this Enterprise Order	IProvider's liability for damage or loss to the Inventory: (a) $20 million per incident; and (b) $20 million in the aggregate annually; and all other liability: (c) $20 million per incident; and (d) $20 million in the aggregate annually

The IProvider warrants that:

(a) it will not charge Enterprise for the Vaccine supplied under this Enterprise Order Request (for clarity the IProvider may charge for its services in administering the Vaccine);

(b) neither it nor Enterprise will impose any charge in respect of either the Vaccine or its administration directly on an individual person being vaccinated; and

(c) the IProvider's agreement with the Enterprise incorporates terms that are consistent with these warranties.

Signed as an agreement

DATED:_____

SIGNED for and on behalf of **the Commonwealth of Australia** as represented by the Department of Health and Aged Care (ABN 83 605 426 759):	)	
.....	)	.....
(Name of authorised representative)	)	(Signature of authorised representative)
.....	)	
(Position of authorised representative)	)	
.....	)	.....
In the presence of	)	(Signature of witness)
.....	)	
(Name of witness)	)	
EXECUTED by [insert IProvider's name and ABN] in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:	)	
.....	)	.....
Signature of director	)	Signature of director/company secretary* *delete whichever is not applicable
.....	)	
Name of director (block letters)	)	..... Name of director/company secretary* (block letters) *delete whichever is not applicable

Signing Page

Executed as a Deed

SIGNED, SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia, represented by the Department of Health and Aged Care ABN 83 605 426 759 by:)
)
)

Name of signatory	Signature Date
In the presence of:	
Name of witness	Signature of witness

[[

EXECUTED by {. . .} in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:)
)
)
)
)
)
)
)
)
)
)

.....	
Signature of director	.....
	Signature of director/company secretary
.....	
Name of director (block letters)	.....
	Name of director/company secretary (block letters)

]

[

EXECUTED by {. . .} in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its director:

.....
Signature of {. . .}
who states that they are the sole director and sole company secretary of {. . .}]

[

SIGNED, SEALED AND DELIVERED by {. . .} as attorney for {. . .} under power of attorney dated {. . .} in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney]]

[

[Please insert the appropriate execution block here before sending.]

]