

s22

From: s22
Sent: Tuesday, 31 March 2020 1:59 PM
To: Haslam, Travis
Cc: s22
Subject: FW: Contract for action - Medical Device Technologies [SEC=UNOFFICIAL]
Attachments: Executed contract - Medical Device Technologies.pdf

Hi Travis – fyi please note the Acting Secretary has signed the contract with Medical Device Technologies. We are currently working to process the 60% payment.

Kind regards

s22

s22

Office of Health Protection | Chief Medical Officer Group
 Regulatory Policy Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s47E(d)
Sent: Tuesday, 31 March 2020 1:50 PM
To: s47F @medicaldevicetechnologies.com.au>; s47E(d) @health.gov.au>
Cc: s22 @health.gov.au>; s47F @medicaldevicetechnologies.com.au>
Subject: RE: Contract for action - Medical Device Technologies [SEC=UNOFFICIAL]

Thanks s47F Please find attached a copy of the executed contract. We will advise you as soon as payment has been processed.

Kind regards

s22

s22

Office of Health Protection | Chief Medical Officer Group
 Regulatory Policy Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au
 GPO Box 9848, Canberra ACT 2601, Australia

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From: s47F @medicaldevicetechnologies.com.au>
Sent: Tuesday, 31 March 2020 1:09 PM
To: s47E(d) @health.gov.au>

Cc: s22 [redacted]@health.gov.au>; s47F [redacted]
[redacted]@medicaldevicetechnologies.com.au>

Subject: Re: Contract for action - Medical Device Technologies [SEC=UNOFFICIAL]

Hi s22 [redacted]

Please find attached the signed contract and our invoice for urgent payment.

Regards,

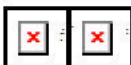
s47F [redacted]

Medical Device Technologies (MDT)

m: s47F [redacted]

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au e: s47F [redacted]@medicaldevicetechnologies.com.au



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On Tue, 31 Mar 2020 at 11:48, s47E(d) [redacted]@health.gov.au> wrote:

Hi s47F [redacted]

As discussed on the phone just now, please see attached contract for your action.

Kind regards

s22 [redacted]

s22

Office of Health Protection | Chief Medical Officer Group

Regulatory Policy Branch

Australian Government Department of Health

T: 02 6289 s22 | E: s22 @health.gov.au

GPO Box 9848, Canberra ACT 2601, Australia

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THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE

**Medical Device Technologies**

PO Box 62
Ashgrove QLD 4060

ABN: 95 122 938 363

Email:

info@medicaldevicetechnologies.com.au

Website:

www.medicaldevicetechnologies.com.au

Date: 30/03/2020

Invoice No. 000001AFG

Bill to:

Ship to:

Attention: Director, Health Emergency Countermeasures Section, Health
Emergency Management Branch
Commonwealth of Australia as represented by the Department of
Health

ABN 83 605 426 759

MDP 140, PO Box 9848

Canberra ACT 2601

Toll
19A Interchange Drive, Eastern
Creek, NSW, 2767, Australia

s47F

Product	Quantity	Price
Shangrila 510S Integrated Respiratory Workstation (5 Year Warranty parts labour Year 1 Six Month and Annual Year 2 to 4 Annual Service)	300	\$12,600,000

Payment Terms:

Payment of 60% (\$7,560,000) must occur and be available by
MDT by the 31 March 2020 2pm

Remaining 40% (\$5,040,000) paid on delivery of goods

Payment Details:

Medical Device Technologies

s47G

Subtotal	\$12,600,000.00
Shipping	\$0.00
GST	\$0.00

Total	\$12,600,00.00	
Paid	\$0.00	
Total Due	\$12,600,000.00	\$90.00

Thank you for your Business

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE

31 March 2020

Goods Contract

For the provision of ventilator units

—
Commonwealth of Australia as represented by the
Department of Health ABN 83 605 426 759
(Customer)

Medical Device Technologies Pty Ltd ABN 95 122 938
363 (Supplier)

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE

Goods Contract

For the provision of ventilator units

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THIS DOCUMENT HAS BEEN RELEASED UNDER
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BY THE DEPARTMENT OF HEALTH AND AGED CARE

Details

Date

March 2020

Parties

Name	Commonwealth of Australia as represented by the Department of Health
ABN	83 605 426 759
Short form name	Customer
Notice details	Attention: Director, Health Emergency Countermeasures Section, Health Emergency Management Branch
	Postal address: MDP 140, PO Box 9848, Canberra ACT 2601
	Physical address: Sirius Building, Furzer St, Woden Town Centre ACT 2606
	Email: s22 [REDACTED]
Customer's Contract Manager	Director, Health Emergency Countermeasures Section, Health Emergency Management Branch

Name	Medical Device Technologies Pty Ltd
ABN	95 122 938 363
Short form name	Supplier
Notice details	Postal address: PO Box 62, Ashgrove QLD 4060
	Email: s47F [REDACTED] @medicaldevicetechnologies.com.au
Supplier's Contract Manager	s47F [REDACTED]

Background

- A The Customer requires the provision of certain ventilator units for the Commonwealth's National Medical Stockpile.
- B The Customer has agreed to engage the Supplier, and the Supplier has agreed, to provide the Goods on the terms and conditions contained in the Contract.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Contract means this document and its attachments and schedules as amended from time to time in accordance with the Contract, and any other documents expressly identified in this document as forming part of the Contract.

Contract Manager means the contract manager for the Customer and/or Supplier (as relevant) specified in the Details section to the Contract.

Contract Price means the total contract price specified in the Contract, including any GST component payable.

Correctly Rendered Invoice means an invoice that:

- (a) is correctly addressed to:
Department of Health
Email Address:
s47E(d) or
Postal Address: GPO Box
9848, Canberra ACT 2601,
with the Customer's preferred
method of invoicing being by
email;
- (b) is calculated in accordance with the Contract;
- (c) except where expressly provided otherwise in Schedule 1, relates only to Goods that have been Delivered and Accepted by the Customer in accordance with the Contract;
- (d) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;
- (e) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- (f) is a valid tax invoice in accordance with the GST Act.

Customer means the party specified in the Details section of the Contract as the Customer.

Defect Rectification Period means 60 months or the Supplier's or manufacturer's standard warranty period (whichever is the longer).

Delivery and Acceptance means the process by which Goods are delivered to the Customer and accepted by the Customer as meeting the terms specified in the Contract.

Goods means:

- (a) the goods and any Material specified in the Contract; and
- (b) all such incidental goods and services (including preventative maintenance) that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST means a Commonwealth goods and services tax imposed by the GST Act.

Material means any material brought into existence as a part of, or for the purpose of producing the Goods, and includes but is not limited to documents, equipment, information or data stored by any means.

National Medical Stockpile means the strategic reserve of products held by the Customer for the purposes of health emergencies.

Notice means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, physical address or email address set out in the Details section of the Contract or as notified from time to time.

Specifications means the specifications for the Goods set out at Schedule 1 and all applicable manufacturers' specifications and applicable standards.

Supplier means the party specified in the Details section of the Contract as the Supplier.

1.2 Interpretation

In the Contract, except where the context otherwise requires:

- (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 annexure is to a clause or paragraph of, or schedule or annexure to, this document, and a reference to the Contract includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Canberra, Australia time;
- (g) a reference to a party is to a party to the Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local department or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (k) a rule of construction does not apply to the disadvantage of a

party because the party was responsible for the preparation of the Contract or any part of it; and

- (l) headings are for ease of reference only and do not affect interpretation.

2. Precedence of Documents

2.1 Composition

The following documents form part of the Contract:

- (a) clauses 1 to 23;
- (b) Schedule 1;
- (c) any other schedules to this document; and
- (d) any document annexed to, or incorporated by reference into, the Contract.

2.2 Inconsistency

If there is any inconsistency between the provisions of the documents that together form the Contract, the provisions of the earlier mentioned document in clause 2.1 will prevail to the extent of that inconsistency.

3. Commencement and term

The Contract is effective on and from 31 March 2020 and continues for the duration of the Defect Rectification Period, unless terminated earlier.

4. Delivery and Acceptance

4.1 Delivered Goods

- (a) The Supplier must provide the Goods as specified in Schedule 1 and meet any requirements and standards specified in that Schedule.
- (b) Subject to clause 4.3(c), any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused.

4.2 Acceptance

- (a) The Customer may reject the Goods within fourteen (14) days

after delivery, if the Goods do not comply with the requirements of the Contract (**Acceptance Period**).

- (b) If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- (c) If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods, though the Customer may accept the Goods sooner.
- (d) If the Customer rejects the Goods, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. Without limitation, if and as required by the Customer, the Supplier must replace the rejected Goods within thirty (30) days (unless another timeframe is specified by the Customer) or refund the Contract Price for rejected Goods. No payment will be due for rejected Goods until their acceptance.

4.3 Risk and title

- (a) Risk in the Goods passes to the Customer on delivery of the Goods to the Customer.
- (b) The Supplier acknowledges that immediately upon title to the Goods (or any part of them) being obtained by the Supplier, that title passes automatically to the Customer without need for notice or any further written acknowledgment by either party.
- (c) The Supplier grants a purchase money security interest (as defined in the *Personal Property*

Securities Act 2009 (Cth) (PPSA)) in favour of the Customer over the Goods to secure the Supplier's obligations under the Contract and consents to the Customer effecting a registration on the PPS Register to reflect that interest. The Supplier waives the right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded and clauses 115, 117, 118, 134(1), 135 and 275 of the PPSA do not apply to the Contract (to the extent they can be contracted out of).

5. Licences, Approvals and Warranties

- (a) The Supplier must obtain all necessary valid export and import licences or other approvals to meet the requirements of the Contract. The Supplier must provide, on request by the Customer, a copy of any necessary export or import licence or other approval, or proof that such licence or approval has been obtained.
- (b) The Supplier must obtain and maintain all intellectual property rights, licences or other approvals required for the lawful provision of the Goods and arrange and pay any necessary customs entry for any Goods.
- (c) The Supplier:
 - (i) warrants that the Goods are fit for the purposes for which the Supplier knows or ought reasonably to know the Goods are to be used, free from faults or deficiencies in design, manufacture and workmanship, and comply with the Specifications;
 - (ii) warrants that the preventative maintenance of the

Goods will be performed using a high professional degree of care, skill and diligence according to any applicable industry best practice standard;

- (iii) warrants that it has the requisite power and authority to enter into the Contract and to carry out the obligations contemplated by the Contract;
- (iv) warrants that it is duly registered, properly constituted and remains in existence;
- (v) must provide the Customer with all relevant third party warranties in respect of Goods; and
- (vi) where the Supplier is a manufacturer, must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

6. Defects

- (a) Notwithstanding Delivery and Acceptance of the Goods by the Customer in accordance with clause 4, the Supplier must remedy by replacement, at its cost, any defects in the Goods notified by the Customer to the Supplier at any time within the Defect Rectification Period or identified by the Supplier in undertaking the maintenance activities described in Schedule 1 following Delivery and Acceptance of the Goods by the Customer.
- (b) If the Supplier does not promptly replace the defective Goods, the Customer may recover the price of the Goods as a debt due from the Supplier to the Customer.
- (c) The Customer's rights under this clause 6 are in addition to, and do not detract from, its rights

under the Contract or otherwise at law.

7. Insurances

- (a) The Supplier must effect and maintain adequate insurances for the Contract, including:
 - (i) product liability insurance, to be maintained at all times throughout the term of the Contract and for a period of seven (7) years after the termination or expiry of the Contract, with a limit of liability of not less than \$20 million per occurrence and not less than \$20 million in the aggregate; and
 - (ii) transit insurance, covering the Goods for their full replacement at all times while the Goods are in transit.
- (b) The Supplier must provide the Customer with proof of all insurances required to be held by it:
 - (i) before the later of 31 March 2020 and the first delivery of Goods to the Customer; and
 - (ii) at any other time requested by the Customer..

8. Subcontracting

- (a) Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- (b) The Supplier must make available to the Customer the details of all subcontractors engaged to provide the Goods under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

9. Relationship of the Parties

- (a) Neither party is the employee, agent, officer or partner of the other party nor, by virtue of the Contract, authorised to bind or represent the other party.
- (b) The Supplier must ensure that its officers, employees, agents or subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

10. Conflict of Interest

- (a) The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.
- (b) If any conflict or potential conflict arises during the Contract term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

11. Supplier Payments

- (a) The invoice must be a Correctly Rendered Invoice. The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.
- (b) Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- (c) If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

12. Expenses

Unless specified otherwise in Schedule 1, the Supplier must not charge the Customer for any fees, charges or expenses (including travel and accommodation, document reproduction, and telecommunications charges) in addition to the Contract Price.

13. GST and ABN

- (a) If and to the extent that GST is payable on a supply made by the Supplier to the Customer under the Contract:
 - (i) the Customer will pay the GST component to the Supplier at the same time as the GST exclusive amount;
 - (ii) the GST component will be calculated as an amount equal to the GST exclusive amount multiplied by the prevailing rate of GST.
- (b) If and to the extent that GST is not payable on a supply made by the Supplier under the Contract:
 - (i) the Customer need not pay any GST component to the Supplier; and
 - (ii) if the Customer has already paid the GST component to the Supplier, the Supplier must immediately refund that GST component to the Customer.
- (c) If any payment by the Customer to the Supplier is a reimbursement, calculated by reference to a cost or expense incurred by the Supplier, that payment must be reduced by the amount of any input tax credit that the Supplier (or the representative member of any GST group of which the Supplier is a member) is entitled to claim in respect of that cost or expense.
- (d) If the Supplier does not provide the Customer with a document containing the Supplier's valid

ABN (or sufficient evidence of an exemption to hold an ABN) prior to any payment being due under the Contract, the Customer may make such withholding from any such payment as required by applicable tax legislation at the time of payment (including any GST or similar tax).

14. Termination or Reduction for Convenience

- (a) In addition to any other rights the Customer has under the Contract, the Customer may at any time terminate the Contract or reduce the scope of the Goods by providing a Notice to the Supplier.
- (b) If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- (c) The Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).
- (d) If the Customer issues a Notice under this clause, the Customer will pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- (e) Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

15. Termination for Cause

- (a) The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- (i) the Supplier does not deliver the Goods as specified in the Contract (including by any delivery date), or notifies the Customer or the Customer forms the view that the Supplier will be unable to deliver the Goods as specified in the Contract (including by any delivery date);
- (ii) the Customer rejects the Goods in accordance with clause 4 and the Goods are not remedied as required by the Notice of rejection;
- (iii) the Supplier breaches a term of the Contract and the breach is not capable of remedy;
- (iv) the Supplier does not remediate a breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (v) subject to any applicable statutory stay on the exercise of rights including sections 415D, 434J and 451E of the *Corporations Act 2001* (Cth) (as the case may be), the Supplier:
 - (A) is unable to pay all its debts when they become due;
 - (B) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth).

16. Prepaid amounts

- (a) On termination for convenience, the Customer will pay the Supplier for Goods Delivered and Accepted in accordance with clause 4 before the effective date of termination, reduced by any amount prepaid by the Customer in advance of Delivery and Acceptance of the Goods, calculated on the per unit basis set out in Schedule 1.
- (b) If following the reduction in an amount payable by the Customer under clause 16(a), there remains an amount prepaid by the Customer in advance of Delivery and Acceptance, any such amount must be repaid by the Supplier to the Customer within ten (10) days of termination of the Contract, and if not repaid, is recoverable by the Customer from the Supplier as a debt.
- (c) On termination for cause, if the amount prepaid by the Customer under the Contract is higher than the value of Goods Delivered and Accepted in accordance with clause 4 before the effective date of termination, calculated on the per unit basis set out in Schedule 1, the difference must be repaid by the Supplier to the Customer within ten (10) days of termination of the Contract, and if not repaid, is recoverable by the Customer from the Supplier as a debt.
- (d) On reduction in scope of the Contract, if the Contract Price adjusted for the reduction in scope (calculated on the per unit basis set out in Schedule 1) is lower than amounts prepaid by the Customer in advance of Delivery and Acceptance, the difference must be repaid by the Supplier to the Customer within ten (10) days of the reduction in scope, and if not repaid, is recoverable by the Customer from the Supplier as a debt.
- (e) Any prepaid amount must be held separately by the Supplier in a separate bank account and only used for the specific

purpose of paying the manufacturers of the Goods for their delivery. Any prepaid amount must be repaid within ten (10) days if the Supplier does not deliver conforming Supplies to the Customer by their due date, and if not repaid, is recoverable by the Customer from the Supplier as a debt.

17. Dispute Resolution

- (a) For any dispute arising under the Contract both the Supplier and the Customer agree to comply with paragraphs (i) to (iv) of this clause sequentially:
 - (i) both Contract Managers will try to settle the dispute by direct negotiation;
 - (ii) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
 - (iii) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
 - (iv) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen

(15) business days of the request.

deemed to be effected on the next working day in that place.

- (b) Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.
- (c) The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- (d) If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.
- (e) Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.
- (f) This procedure for dispute resolution does not apply to action relating to clause 15 or to legal proceedings for urgent interlocutory relief.

18. Notices

- (a) A Notice is deemed to be effected:
 - (i) if delivered by hand - upon delivery to the relevant address;
 - (ii) if sent by registered post - upon delivery to the relevant address; or
 - (iii) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).
- (b) A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is

19. Assignment

The Supplier may not assign any rights under the Contract without the Customer's prior written consent.

20. Product Recalls

If the Goods are subject to a product recall or no longer conform to an applicable law or standard, the Supplier must without delay notify the Customer providing full details, and, at the election of the Customer, replace those Goods within thirty (30) days or repay to the Customer any payment made for those Goods.

21. Compliance with Laws and Policies

21.1 Compliance and Obligation to Notify

- (a) The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all laws and policies relevant to the Goods.
- (b) If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses 21.2 to 21.8, it must:
 - (i) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
 - (ii) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.2 Access to Supplier's Premises and Records

- (a) The Supplier must maintain proper business and accounting records relating to the supply of the Goods and performance of the Contract.

(b) The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its subcontractor's premises, personnel, documents and other records, and all assistance requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office.

(c) Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's actual and substantiated reasonable cost for complying with the Customer's request.

(d) The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer.

(e) All Commonwealth records, including any held by subcontractors, must be returned to the Customer at the conclusion of the Contract.

21.3 Privacy Act

In providing the Goods, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

21.4 Confidential Information

(a) Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods, without prior written approval from the Customer.

(b) This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

(c) The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

(d) The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, or to a Minister or a House or Committee of Parliament.

21.5 Security and Safety

(a) When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

(b) The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

(c) The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the

Criminal Code Act 1995 (Cth) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

21.6 Criminal Code

The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995 (Cth)*. The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

21.7 Fraud

- (a) For the purposes of this clause, **Fraud** means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.
- (b) The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of the Contract.
- (c) The Supplier acknowledges the occurrence of Fraud will constitute a breach of the Contract. If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

21.8 Taxation

The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

22. General

22.1 Governing Law

The laws of the Australian Capital Territory apply to the Contract.

22.2 Counterpart

The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

22.3 Entire Agreement

- (a) The Contract represents the parties' entire agreement in relation to the subject matter, at the time the Contract was entered.
- (b) Anything that occurred before the making of the Contract will be disregarded (unless incorporated into the Contract in writing).
- (c) The parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either party unless in writing and agreed by both parties.
- (d) If either party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

23. Survival

Any clause that by its nature survives termination or expiry of the Contract will survive including, clauses 6 (Insurances), 14 (Termination or reduction for convenience), 15 (Termination for Cause), 16 (Prepaid Amounts), 20 (Product Recalls), 21 (Compliance with Laws and Policies).

Schedule 1 – Goods and Contract Price

1. Specifications and Other Requirements for the Goods and Material

The Supplier must supply to the Customer:

(a) Shangrila 510S Integrated Respiratory Work Station (Ventilators):

- (i) for which approval and listing on the Australian Register of Therapeutic Goods maintained by the Therapeutic Goods Administration is being sought by the Supplier;
- (ii) that include the components and Materials, are delivered in the quantities and by the delivery dates set out in the table below; and
- (iii) that are delivered (in pallets no higher than 1.4 meters) to the following location or such other location in Australia as advised by the Customer:

Toll

19A Interchange Drive, Eastern Creek, NSW, 2767, Australia

s47F

(b) preventative maintenance performed by a Supplier-trained service technician of each Ventilator by prior arrangement with the Customer at each location advised by the Customer:

- (i) on an annual basis from Delivery and Acceptance, a preventative maintenance procedure which includes an electrical safety test on the entire Ventilator; and
- (ii) on a six monthly basis from Delivery and Acceptance between the procedure referenced under paragraph 1(b)(i) above of this Schedule, a preventative maintenance procedure which comprises an extended self-test of the entire Ventilator and a primary and extended battery test,

with the Supplier correcting any identified defects in accordance with clause 6 and replacing of unserviceable or faulty parts promptly so that the Ventilators are in good working order and compliant with the Specifications;

(c) an inspection of each Ventilator at six months after Delivery and Acceptance and then annually thereafter performed by a Supplier factory-trained service technician by prior arrangement with the Customer and at each location advised by the Customer, which includes:

- (i) inspection of both air and water trap assemblies, cleaning and replacing;
 - (ii) inspection of the exterior for worn, loose, or broken components, repairing/replacing as needed; and
 - (iii) inspection of wiring, tubing, and connectors, repairing/replacing as needed,
- so that the Ventilators are in good working order and compliant with the Specifications; and

(d) information supplied or produced by the manufacturer of the Goods, in English, which outlines the manufacturer's specifications to ensure the safe and efficacious use of the Goods, including information regarding the handling, storage and management of the Goods.

Shangrila 510S Integrated Respiratory Work Station	300 units to be delivered by end June 2020
--	---

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THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE

2. Contract Price

- (a) The Contract Price is \$12,600,000 (including GST).
- (b) The Customer will pay in accordance with clause 11 of the Contract the amount of \$42,000 (including GST) for each Ventilator with:
 - (i) \$7,560,000 (including GST) (representing \$25,200 (including GST) per Ventilator) payable to the Supplier on or before 31 March 2020; and
 - (ii) the remainder (\$16,800 (including GST) per Ventilator) payable to the Supplier on Delivery and Acceptance of each Ventilator.

3. Reimbursements

Nil.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE

Signing page

EXECUTED as an agreement.

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Health by its duly authorised delegate in the presence of

s47F

Signature of witness

s47F

Name of witness (print)

s47F

Signature of delegate

Caroline Edwards

Name of delegate (print)

Acting Secretary

Position of delegate (print)

Executed by Medical Device Technologies Pty Ltd (ABN 95 122 938 363) in accordance with section 127 of the Corporations Act

s47F

Signature of director

s47F

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

s22

From: s22
Sent: Sunday, 29 March 2020 2:15 PM
To: s22; s47F
Cc: s22; s47E(d); s47F
Subject: RE: request TO MAKE AMENDMENTS - AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Hi s47F,

s42

Regards,

s22

Principal Lawyer – Commercial Law Section

Legal and Assurance Division | Corporate Operations Group
 Corporate, Commercial and Litigation Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: s22 @health.gov.au
Sent: Sunday, 29 March 2020 2:11 PM
To: s22 @health.gov.au; s47F
 minterellison.com>; s47F @minterellison.com>
Cc: s22 @health.gov.au; s47E(d) @health.gov.au; s47F
 s47F @minterellison.com>
Subject: RE: request TO MAKE AMENDMENTS - AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Hi s22

Caroline will be the delegate. I haven't had the opportunity to confirm with her the level of comfort she has with that however I am aware of a stronger push today to get ventilators.

I will try the contact to see what appetite there is for a bank guarantee from MDT.

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au
 Location: Scarborough House s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: s22 @health.gov.au>
 Sent: Sunday, 29 March 2020 2:07 PM
 To: s47F s22 @minterellison.com>; s22 @health.gov.au>;
 s47F @minterellison.com>
 Cc: s22 @health.gov.au>; s47E(d) @health.gov.au>; s47F
 s47F @minterellison.com>
 Subject: RE: request TO MAKE AMENDMENTS - AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Hi s22

s42

Regards,

s22

Principal Lawyer – Commercial Law Section

Legal and Assurance Division | Corporate Operations Group
 Corporate, Commercial and Litigation Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: s47F @minterellison.com>
 Sent: Sunday, 29 March 2020 1:37 PM
 To: s22 @health.gov.au>; s47F @minterellison.com>
 Cc: s22 @health.gov.au>; s22 @health.gov.au>; s47E(d) @health.gov.au>;
 s47E(d) @health.gov.au>; s47F @minterellison.com>
 Subject: RE: request TO MAKE AMENDMENTS - AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Dear all,

s42

s42

Kind rgds,

s47F

s47F

T s47F

M s47F

s47F @minterellison.com

MinterEllison MinterEllison Building 25 National Circuit Forrest ACT 2603

minterellison.com **Follow us on LinkedIn and Twitter**

From: s22 @health.gov.au>

Sent: Sunday 29 March 2020 01:25 PM

To: s47F @minterellison.com>; s47F @minterellison.com>

Cc: s22 @health.gov.au>; s22 @health.gov.au>; s47E(d)

s47E(d) @health.gov.au>

Subject: request TO MAKE AMENDMENTS - AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Hi all,

s42

Please do not hesitate to call.

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group

Australian Government Department of Health

T: 02 6289 s22 | E: s22 @health.gov.au

Location: Scarborough House s22

GPO Box 9848, Canberra ACT 2601, Australia

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From: s47E(d) @health.gov.au>

Sent: Saturday, 28 March 2020 4:19 PM

To: s22 @health.gov.au>

Cc: s47E(d) [redacted] <[\[redacted\]@health.gov.au](mailto:[redacted]@health.gov.au)>
 Subject: RE: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Hi s22 [redacted]

As discussed, I have spoken with s47F [redacted] regarding the delayed delivery timeframe of June 2020 (one month later) and five-year vs one-year warranty. s47F [redacted] advice is that a delay of one month would be preferable over no supply, and that given the units typically last around 10 years, a five year warranty would be preferable.

I have therefore redrafted the Minute to the Acting Secretary to reflect:

- a) A total amount payable of \$12,600,000 (GST inclusive);
- b) 60% of the invoice total payable by 31 March 2020 with the remainder paid on delivery of goods;
- c) The delayed delivery date; and
- d) Expanding on the background to explain the situation.

I have also redrafted the contract to reflect the above, with the exception of (b) – when the draft contract goes to ME for review, we will need to ask them to include (b) above into the appropriate sections of the contract.

I have not provided these documents beyond this email at this stage given the other priorities this afternoon. However, in order to make the order timeframe and a 60% payment by Tues 31 Mar, this will need to be progressed quickly.

Cheers
 s22 [redacted]

s22 [redacted]

Office of Health Protection | Chief Medical Officer Group
 Regulatory Policy Branch
 Australian Government Department of Health
 T: 02 6289 s22 [redacted] | E: s22 [redacted] <[\[redacted\]@health.gov.au](mailto:[redacted]@health.gov.au)>
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s22 [redacted] <[\[redacted\]@health.gov.au](mailto:[redacted]@health.gov.au)>
 Sent: Saturday, 28 March 2020 1:38 PM
 To: s22 [redacted] <[\[redacted\]@health.gov.au](mailto:[redacted]@health.gov.au)>
 Cc: s47E(d) [redacted] <[\[redacted\]@health.gov.au](mailto:[redacted]@health.gov.au)>
 Subject: FW: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Can you be across this – no action yet/

From: s47F [redacted] <[\[redacted\]@medicaldevicetechnologies.com.au](mailto:[redacted]@medicaldevicetechnologies.com.au)>
 Sent: Saturday, 28 March 2020 1:33 PM
 To: Mulder, Joanne s22 [redacted] <[\[redacted\]@industry.gov.au](mailto:[redacted]@industry.gov.au)>
 Cc: s22 [redacted] <[\[redacted\]@health.gov.au](mailto:[redacted]@health.gov.au)>; s47F [redacted]
 s47F [redacted] <[\[redacted\]@medicaldevicetechnologies.com.au](mailto:[redacted]@medicaldevicetechnologies.com.au)>
 Subject: AEONMED Shangrila 510S Ventilator [SEC=No Protective Marking]

Hi Joanne,

Thank you for taking my call last night, regarding the supply of 300 AEONMED Shangrila 501S Ventilators. I do apologies for calling late but I wanted to provide you with feedback ASAP.

As discussed, we missed the production schedule cut off with AEONMED and supply can not be guaranteed by the end of May, as other customers have forward both orders and deposits and been given this production slot. Once again, the demand for AEONMED Ventilators is extreme globally.

They, however, have agreed to supply 300 AEONMED Shangrila 501S Ventilators by late June. This, however, depends upon Medical Device Technologies (MDT) depositing funds to AEONMED by Wednesday 1 April 2020. To enable this to occur MDT would need 60% of the total invoice amount deposited and available Tuesday next week.

Our original price was provided as per the following:

1. Unit Price s47
2. Included warranty for one year period (6 monthly and Yearly Check)

Upon reading the contract supplied by s22 we notice you required a 60 months warranty parts and labour including specific period checks.

The unit price to provide the additional Warranty as per contract would be \$42,000 per unit.

Could you please advise whether you wish to proceed and can the contract be modified for acceptance of either Option 1 - 1 Year Warranty or Option 2- 5 Year Warranty price as above. We have attached two invoices for each Option for speed if accepted.

We can stress enough that without payment as per our payment terms AEONMED will not hold this production slot and will allocate to countries/companies that have placed order and deposits.

Upon receipt of the contract, we will sign and return ASAP. We accept all other conditions of the contract.

Once again, urgency is of the essence.

Regards,

s47F

Medical Device Technologies (MDT)

m: s47F

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au e: s47F @medicaldevicetechnologies.com.au

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Sensitive: Legal

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BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

s22

From: Mulder, Joanne s22 @industry.gov.au>
Sent: Monday, 30 March 2020 4:01 PM
To: s22 ; Haslam, Travis
Cc: s22 McIntyre, Duncan
Subject: FW: AEONMED Shangrila 510S Ventilator [SEC=UNCLASSIFIED]

Hi s22 and Travis, I know things are extremely busy, but can you please let me know if we are going to proceed with the AEONMED order through Medical Devices Technology? If we don't secure ASAP, we are going to miss out.

Jo

From: s47F @medicaldevicetechnologies.com.au]
Sent: Monday, 30 March 2020 3:57 PM
To: Mulder, Joanne s22 @industry.gov.au>
Cc: s47F @medicaldevicetechnologies.com.au>
Subject: Re: AEONMED Shangrila 510S Ventilator [SEC=UNCLASSIFIED]

Hi Joanne,

TGA has registered AEONMED as a Manufacturer and recognised the AEOMED Shangrila 501S Ventilator. We now just need to make the final invoice payment. This will be paid once an order is placed and money received. One less risk issue.

We have been contacted by the manufacturer and today demand has escalate due to the USA limiting the export of ventilators by US companies, they are placing pressure on us to act.

Regards,

s47F

Medical Device Technologies (MDT)

m: s47F
a: PO Box 62 Ashgrove 4060
w: www.medicaldevicetechnologies.com.au e s47F @medicaldevicetechnologies.com.au

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On Sun, 29 Mar 2020 at 10:51, Mulder, Joanne s22 [redacted] <s22@industry.gov.au> wrote:

Thanks s47F [redacted] completely understand and no need to apologise. We are not working in normal circumstances!

Kind regards

Jo

From: s47F [redacted] <s47F@medicaldevicetechnologies.com.au>
Sent: Sunday, 29 March 2020 11:41 AM
To: Mulder, Joanne s22 [redacted] <s22@industry.gov.au>
Cc: s22 [redacted] <s22@health.gov.au>; s47F [redacted] <s47F@medicaldevicetechnologies.com.au>; Haslam, Travis s22 [redacted] <s22@health.gov.au>
Subject: Re: AEONMED Shangrila 510S Ventilator [SEC=UNCLASSIFIED]

Hi Joanne,

Thank you for responding and apologies for being so forthright. Under normal circumstances, this would not occur. The market is changing so quickly, my contact in AEONMED as indicated this morning that they are expecting additional orders across all countries and USA position is taking up any supply in the market.

Regards,

s47F [redacted]

Medical Device Technologies (MDT)

m: s47F [redacted]

a: PO Box 62 Ashgrove 4060

W: www.medicaldevicetechnologies.com.au e: s47F [REDACTED] @medicaldevicetechnologies.com.au



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On Sun, 29 Mar 2020 at 09:38, Mulder, Joanne s22 [REDACTED] @industry.gov.au> wrote:

Hi s47F [REDACTED]

Thanks you for your email and confirming what we discussed on Friday evening.

I have noted your timing and will be working with the Department of Health to come back to you with a position.

Kind regards

Jo

From: s47F [REDACTED] @medicaldevicetechnologies.com.au]

Sent: Saturday, 28 March 2020 1:33 PM

To: Mulder, Joanne s22 [REDACTED] @industry.gov.au>

Cc: s22 [REDACTED]@health.gov.au; s47F [REDACTED]@medicaldevicetechnologies.com.au>
Subject: AEONMED Shangrila 510S Ventilator

Hi Joanne,

Thank you for taking my call last night, regarding the supply of 300 AEONMED Shangrila 501S Ventilators. I do apologies for calling late but I wanted to provide you with feedback ASAP.

As discussed, we missed the production schedule cut off with AEONMED and supply can not be guaranteed by the end of May, as other customers have forward both orders and deposits and been given this production slot. Once again, the demand for AEONMED Ventilators is extreme globally.

They, however, have agreed to supply 300 AEONMED Shangrila 501S Ventilators by late June. This, however, depends upon Medical Device Technologies (MDT) depositing funds to AEONMED by Wednesday 1 April 2020. To enable this to occur MDT would need 60% of the total invoice amount deposited and available Tuesday next week.

Our original price was provided as per the following:

1. Unit Price s47 [REDACTED]
2. Included warranty for one year period (6 monthly and Yearly Check)

Upon reading the contract supplied by s22 [REDACTED] we notice you required a 60 months warranty parts and labour including specific period checks.

The unit price to provide the additional Warranty as per contract would be \$42,000 per unit.

Could you please advise whether you wish to proceed and can the contract be modified for acceptance of either Option 1 - 1 Year Warranty or Option 2- 5 Year Warranty price as above. We have attached two invoices for each Option for speed if accepted.

We can stress enough that without payment as per our payment terms AEONMED will not hold this production slot and will allocate to countries/companies that have placed order and deposits.

Upon receipt of the contract, we will sign and return ASAP. We accept all other conditions of the contract.

Once again, urgency is of the essence.

Regards,

s47F

Medical Device Technologies (MDT)

m: s47F

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au e s47F @medicaldevicetechnologies.com.au

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UNCLASSIFIED

UNCLASSIFIED

UNCLASSIFIED

s22

From: s47E(d)
Sent: Tuesday, 31 March 2020 1:49 PM
To: s22; s47E(d); s22
Cc: s22; s47E(d); s22
Subject: RE: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]
Attachments: AUSFEDShangrila 510S 30032020 Invoice 000001AFGB_.docx; Executed contract - Medical Device Technologies.pdf

Hi all – please find attached executed contract signed by the Acting Secretary. Attached is the invoice sent by the supplier – note the invoice states payment required by 2pm.

s22

Office of Health Protection | Chief Medical Officer Group
 Regulatory Policy Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au
 GPO Box 9848, Canberra ACT 2601, Australia

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From: s22 @health.gov.au
Sent: Tuesday, 31 March 2020 1:45 PM
To: s47E(d) @health.gov.au; s22 @health.gov.au
Cc: s22 @health.gov.au; s22 @health.gov.au
Subject: RE: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Commitment approval has been created 6000100967

Sent to s22 for clearance

Cheers

s22

Financial Business Support Branch | Financial Management Division



Procurement – Where Do I Start?

T: 02.6289 s22 | E: s22 @health.gov.au
 Location: Sirius Building Floor s22
 PO Box 9848, Canberra ACT 2601, Australia

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From: s47E(d) @health.gov.au>
Sent: Tuesday, 31 March 2020 12:54 PM
To: s22 @health.gov.au>; s47E(d) @health.gov.au>; s22 @health.gov.au>
Cc: s22 @health.gov.au>
Subject: RE: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Awesome, thanks very much s22 .

s22

Office of Health Protection | Chief Medical Officer Group
 Regulatory Policy Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au
 GPO Box 9848, Canberra ACT 2601, Australia

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From: s22 @health.gov.au>
Sent: Tuesday, 31 March 2020 12:54 PM
To: s47E(d) @health.gov.au>; s22 @health.gov.au>
Cc: s22 @health.gov.au>; s22 @health.gov.au>
Subject: RE: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Hi s22

I created the vendor this morning, I will create the commitment approval in the next few minutes.

Cheers

From: s47E(d) @health.gov.au>
Sent: Tuesday, 31 March 2020 12:47 PM
To: s22 @health.gov.au>; s22 @health.gov.au>
Cc: s47E(d) @health.gov.au>
Subject: FW: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Hi s22

s22 – please note this CA has been signed off by the Acting Secretary. The contract requires 60% payment today, so this will be another one we will need to progress quickly.

s22 – can you please check to see if Medical Device Technologies (ABN 95 122 938) is setup as a vendor on the system?

Many thanks
s22

s22

Office of Health Protection | Chief Medical Officer Group
Regulatory Policy Branch
Australian Government Department of Health
T: 02 6289 s22 | E: s22 @health.gov.au
GPO Box 9848, Canberra ACT 2601, Australia

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From: s22 @health.gov.au>
Sent: Tuesday, 31 March 2020 12:16 PM
To: s22 @health.gov.au>
Cc: s47E(d) @health.gov.au>
Subject: FW: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Please action immediately and get off to MDT – can you cc in the relevant officer at industry.

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group
Australian Government Department of Health
T: 02 6289 s22 | E: s22 @health.gov.au
Location: Scarborough House s22
GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s22 @health.gov.au>
Sent: Tuesday, 31 March 2020 12:06 PM
To: Haslam, Travis s22 @health.gov.au>; s22 @health.gov.au>
Cc: s22 @health.gov.au>; Pratt, Jessica s22 @health.gov.au>
Subject: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Good afternoon

Please find attached commitment approval for the supply of ventilators for the National Medical Stockpile.

The original will be with me for collection.

Cheers

s22

s22

Executive Assistant to Caroline Edwards

Acting Secretary

Department of Health

GPO Box 9848, Canberra ACT, 2601

Ph: +61 26289 s22 | E: s22@health.gov.au

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE

MINUTE TO THE ACTING SECRETARY

To:

Caroline Edwards 31/3/20

SUBJECT

COMMITMENT APPROVAL FOR THE SUPPLY OF VENTILATORS FOR THE NATIONAL MEDICAL STOCKPILE

Purpose

This Minute recommends that you:

- **APPROVE** the contract with Medical Device Technologies (ABN 95 122 938 363), using the contract developed for the Department of Health by MinterEllison (**Attachment A**);
- **APPROVE** expenditure for a total of up to \$12,600,000.00 (GST inclusive) under Section 23(3) of the *Public Governance, Performance and Accountability Act* (PGPA Act).

Description	Quantity	Unit Price – Excl GST	Net Amount	GST	Total – Incl GST	Cost Centre
Shangrila 510S Integrated Respiratory Work Station	300	s47			\$12,600,000.00	s47E(d)
Delivery by End of June 2020			s47		\$12,600,000.00 (GST Incl.)	

- **NOTE** that Medical Device Technologies will be provided with the draft contract once you approve this Minute.
- **NOTE** that following execution of this contract, Medical Device Technologies will be paid 60% of the invoice total (\$7,560,000) by 31 March 2020 with the remainder paid on delivery of goods.

1. BACKGROUND/CONTEXT

On 30 January 2020 an outbreak was declared a Public Health Emergency of International Concern. This global alert was issued By the World Health Organization (WHO) in relation to Coronavirus. The Department approached various suppliers to inquire regarding quantities of ventilators the Department could secure for the NMS. On 26 March, the supplier quoted for 300 Shangrila 510S (Bedside Unit).

On 27 March, you approved expenditure up to s47 (GST inclusive) and a contract to be provided to Medical Device Technologies.

On 28 March, following receipt of the contract, Medical Device Technologies advised that the production schedule was missed and therefore the units could not be delivered by May 2020. They have agreed to supply the same number of ventilators (300) by late June 2020 (one month later than the original contract). For this to occur, 60% of the invoice total would need to be paid by Tuesday 31 March 2020, with the remainder paid on delivery of the goods.

Medical Device Technologies also advised that the warranty conditions in the original contract offered (5 years) could not be provided for the cost quoted, and that the total cost for 300 ventilators with a five year warranty would be \$12,600,000.00.

The Medical Scientific Advisory Unit (MSAU) has been consulted and has advised that the supply of the units with the one month delay is preferred over no supply. The MSAU has also advised that a five year warranty is preferred, as the units typically last around 10 years.

2. TIMEFRAME

The goods have been ordered prior to any contract being formed due to the extreme urgency for the Commonwealth to acquire the required ventilators.

3. CONTRACTUAL ARRANGEMENT

The contract has been prepared (**Attachment A**) using the contract developed by legal firm MinterEllison based on a Commonwealth goods contract, and in consultation with Legal and Assurance Division.

Contract Manager

The nominated Contract Manager for this arrangement will be the Director Health Emergency Countermeasures Section, Health Emergency Management Branch.

4. COMPLIANCE WITH COMMONWEALTH PROCUREMENT RULES

As outlined in the Minute to the Secretary (approved 19 March 2020), Paragraph 2.6 of the CPRs provides a lawful mechanism under which a procurement may be exempted from all or part of the CPRs. Paragraph 2.6 relevantly provides:

'These CPRs do not apply to the extent that an official applies measures determined by their Accountable Authority to be necessary ... to protect human health'.

5. EXPENDITURE AND FUNDS AVAILABILITY

The cost to the Department for the goods is up to **\$12,600,000.00** (GST incl). This is within your delegation limit under the Accountable Authority Financial Delegations Schedule 1, Table 1, Item 3, to approve proposals to commit relevant money up to \$1000m (GST exclusive).

The Finance Business Partner has confirmed that funds will be made available from the nominated account Administered PRI048.

6. GENERAL

Risk Management

The risk profile developed as part of the Procurement Plan has been reviewed. The risk profile remains Low. There are no conflict of interest issues that have been raised throughout the process. Any significant risks and mitigations identified will be advised to the delegate.

Internal Reporting Requirements

Under the Department's Procurement Processing and Management policy, contracts must be registered within 2 business days of execution.

External Reporting Requirements

The contract will be reported on the Department's website in accordance with the Senate Order requirements of July 2001 (Murray Motion). As the contract is valued over \$10,000 it will be reported on AusTender within 42 days of entering into the contract, in line with the Commonwealth Procurement Rules (Division 1, Item 7, Reporting arrangements).

7. DELEGATE APPROVALS

It is recommended that you:

APPROVE the contract with Medical Device Technologies for the provision of purchasing Ventilators for the National Medical Stockpile (NMS), using the proposed contract (Attachment A);	APPROVED / NOT APPROVED
APPROVE expenditure for a total of up to \$12,600,000.00 (GST inclusive) under Section 23(3) of the <i>Public Governance, Performance and Accountability Act</i> (PGPA Act).	APPROVED / NOT APPROVED

Prepared by:

s47F

Travis Haslam
Assistant Secretary
Office of Health Protection

Approved by:

s47F

Caroline Edwards
A/g Secretary
Department of Health

Attachments:

A. Contract with Medical Device Technologies

Contact officer:

s22

Phone:

s22

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s22

From: s47E(d)
Sent: Tuesday, 31 March 2020 12:59 PM
To: s22@industry.gov.au
Cc: s22 s47E(d)
Subject: RE: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]
Attachments: Goods Contract - MDT.pdf

Hi Joanne

Please note that a contract has been provided to Medical Device Technologies for action.

Kind regards

s22

s22

Office of Health Protection | Chief Medical Officer Group
 Regulatory Policy Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22@health.gov.au
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s47F@medicaldevicetechnologies.com.au>
Sent: Saturday, 28 March 2020 1:33 PM
To: Mulder, Joanne s22@industry.gov.au>
Cc: s22@health.gov.au>; s47F s47F@medicaldevicetechnologies.com.au>
Subject: AEONMED Shangrila 510S Ventilator [SEC=No Protective Marking]

Hi Joanne,

Thank you for taking my call last night, regarding the supply of 300 AEONMED Shangrila 501S Ventilators. I do apologies for calling late but I wanted to provide you with feedback ASAP.

As discussed, we missed the production schedule cut off with AEONMED and supply can not be guaranteed by the end of May, as other customers have forward both orders and deposits and been given this production slot. Once again, the demand for AEONMED Ventilators is extreme globally.

They, however, have agreed to supply 300 AEONMED Shangrila 501S Ventilators by late June. This, however, depends upon Medical Device Technologies (MDT) depositing funds to AEONMED by Wednesday 1 April 2020. To enable this to occur MDT would need 60% of the total invoice amount deposited and available Tuesday next week.

Our original price was provided as per the following:

1. Unit Price s47
2. Included warranty for one year period (6 monthly and Yearly Check)

Upon reading the contract supplied by s22 we notice you required a 60 months warranty parts and labour including specific period checks.

The unit price to provide the additional Warranty as per contract would be \$42,000 per unit.

Could you please advise whether you wish to proceed and can the contract be modified for acceptance of either Option 1 - 1 Year Warranty or Option 2- 5 Year Warranty price as above. We have attached two invoices for each Option for speed if accepted.

We can stress enough that without payment as per our payment terms AEONMED will not hold this production slot and will allocate to countries/companies that have placed order and deposits.

Upon receipt of the contract, we will sign and return ASAP. We accept all other conditions of the contract.

Once again, urgency is of the essence.

Regards,

s47F

Medical Device Technologies (MDT)

m: s47F

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au e: s47F @medicaldevicetechnologies.com.au



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s22

From: s47E(d)
Sent: Tuesday, 31 March 2020 3:12 PM
To: s47F, s47E(d)
Cc: s22
Subject: RE: Contract for action - Medical Device Technologies [SEC=UNOFFICIAL]
Attachments: RBA Confirmation - Medical Device Technologies_.pdf

Hi s47F I can confirm. Pls see attached.

Kind regards

s22

s22

Office of Health Protection | Chief Medical Officer Group
 Regulatory Policy Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E s22 @health.gov.au
 GPO Box 9848, Canberra ACT 2601, Australia

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From: s47F @medicaldevicetechnologies.com.au>
Sent: Tuesday, 31 March 2020 2:45 PM
To: s47E(d) @health.gov.au>
Subject: Re: Contract for action - Medical Device Technologies [SEC=UNOFFICIAL]

Hi s22

Any news on funds transfer?

Regards,

s47F

Medical Device Technologies (MDT)

m: s47F
a: PO Box 62 Ashgrove 4060
w: www.medicaldevicetechnologies.com.au e s47F @medicaldevicetechnologies.com.au

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On Tue, 31 Mar 2020 at 12:50, s47E(d) <[REDACTED]>@health.gov.au> wrote:

Thanks s47F please find attached a copy of the executed contract. We will advise you as soon as payment has been processed.

Kind regards

s22

s22

Office of Health Protection | Chief Medical Officer Group

Regulatory Policy Branch

Australian Government Department of Health

T: 02 6289 s22 | E: s22 <[REDACTED]>@health.gov.au

GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s47F <[REDACTED]>@medicaldevicetechnologies.com.au>

Sent: Tuesday, 31 March 2020 1:09 PM

To: s47E(d) <[REDACTED]>@health.gov.au>

Cc: s22 <[REDACTED]>@health.gov.au>; s47F <[REDACTED]>

s47F <[REDACTED]>@medicaldevicetechnologies.com.au>

Subject: Re: Contract for action - Medical Device Technologies [SEC=UNOFFICIAL]

Hi s22

Please find attached the signed contract and our invoice for urgent payment.

Regards,

s47F

Medical Device Technologies (MDT)

m: s47F

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au e: s47F @medicaldevicetechnologies.com.au

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On Tue, 31 Mar 2020 at 11:48, s47E(d) @health.gov.au wrote:

Hi s47F

As discussed on the phone just now, please see attached contract for your action.

Kind regards

s22

s22

Office of Health Protection | Chief Medical Officer Group

Regulatory Policy Branch

Australian Government Department of Health

T: 02 6289 s22 | E: s22 @health.gov.au

GPO Box 9848, Canberra ACT 2601, Australia

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Batch Payment Summary Report

Batch Information

Payment Type:	RTGS	Batch Name:	RTGS Medical Device Technologies	Total Payments:	1
Processing Date:	31/03/2020	Batch Status:	Processed	Total Amount:	7,560,000.00
Last Actioned By:	DHAIAC 31/03/2020 14:55:00				
Batch Processing Comments:					

Payments List

Debit A/c Name	BSB	A/c No.	Credit A/c Name	BSB	A/c No.	Amount	Status	Statement Ref	Val Date	Time
Admin Payments Account	s47E(d)		Medical Device Technologies	s47G		7,560,000.00	Added	000001AFG DoH	31/03/2020	0900

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Authorised Signing Officer's Signature

s22

From: Mulder, Joanne s22 @industry.gov.au>
Sent: Friday, 27 March 2020 5:30 PM
To: Haslam, Travis; s22; McIntyre, Duncan
Cc: Coatsworth, Nick; s22
Subject: RE: Draegar - Batch 1 and 2 [SEC=UNCLASSIFIED]

Will do.

I've spoken to Tracey. The distributor is Medical Devices Technology who they know well. s47F is held in high regard. So based on what she knows so far, it looks like it's one that if good for a fast track, and that's a 1-2 day process, however they have not submitted the paperwork. I'm happy to ask s47F about that.

Agree. First 300, which I think is the Shangrila, which is the doctors preferred option.

Thanks so much.
 Jo

UNCLASSIFIED

From: Haslam, Travis s22 @health.gov.au]
Sent: Friday, 27 March 2020 5:26 PM
To: Mulder, Joanne s22 @industry.gov.au>; s22 @health.gov.au>; McIntyre, Duncan s22 @industry.gov.au>
Cc: Coatsworth, Nick s22 @health.gov.au>; s22 @industry.gov.au>
Subject: RE: Draegar - Batch 1 and 2 [SEC=OFFICIAL]

Please call him to say we are on it – my best people are pulling together a contract now!
 If we get confirmation from Tracey that will be great too.

But it is for the first 300 given timing for contract today and delivery.

Travis Haslam
 Assistant Secretary

Australian Government Department of Health
 T: s22 | E: s22 @health.gov.au
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: Mulder, Joanne s22 @industry.gov.au>
Sent: Friday, 27 March 2020 5:16 PM
To: Haslam, Travis s22 @health.gov.au>; s22 @health.gov.au>; McIntyre, Duncan s22 @industry.gov.au>
Cc: Coatsworth, Nick s22 @health.gov.au>; s22 @industry.gov.au>
Subject: RE: Draegar - Batch 1 and 2 [SEC=UNCLASSIFIED]

Tracey is looking into AEONMED now for us to see if they have put in an application. Tracey did say that if s47F (the person pursuing this for EAONMED) has spoken to the person he quoted, then that's a good start.

Is there anything else I can do to help? Do you want me to call s47F to let we know we are just firming up what we are going to do? Or seek further info from hi re: TGA?

Jo

UNCLASSIFIED

From: Haslam, Travis s22 [mailto:s22@health.gov.au]
 Sent: Friday, 27 March 2020 4:50 PM
 To: Mulder, Joanne s22 [mailto:s22@industry.gov.au]; s22 [mailto:s22@health.gov.au]; McIntyre, Duncan s22 [mailto:s22@industry.gov.au]
 Cc: Coatsworth, Nick s22 [mailto:s22@health.gov.au]; s22 [mailto:s22@industry.gov.au]
 Subject: RE: Draegar - Batch 1 and 2 [SEC=OFFICIAL]
 Importance: High

Jo – please confirm with Tracey urgently while we try and pull a rabbit out of the hat with a contract for the boss.

Real concern is that timing is too late in May – I don't think we want the second order of 300.

Travis Haslam
 Assistant Secretary

Australian Government Department of Health
 T: s22 | E: s22 [mailto:s22@health.gov.au]
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: Mulder, Joanne s22 [mailto:s22@industry.gov.au]
 Sent: Friday, 27 March 2020 4:48 PM
 To: Haslam, Travis s22 [mailto:s22@health.gov.au]; s22 [mailto:s22@health.gov.au]
 Cc: Coatsworth, Nick s22 [mailto:s22@health.gov.au]; s22 [mailto:s22@industry.gov.au]
 Subject: RE: Draegar - Batch 1 and 2 [SEC=OFFICIAL]

Agreed.

what can we do? Please note the TGA issue for AEONMED

OFFICIAL

From: Haslam, Travis s22 [mailto:s22@health.gov.au]
 Sent: Friday, 27 March 2020 4:46 PM
 To: Mulder, Joanne s22 [mailto:s22@industry.gov.au]; s22 [mailto:s22@health.gov.au]
 Cc: Coatsworth, Nick s22 [mailto:s22@health.gov.au]; s22 [mailto:s22@industry.gov.au]
 Subject: RE: Draegar - Batch 1 and 2 [SEC=OFFICIAL]
 Importance: High

Ok – first we try aomed for priority and then this one.

T

Travis Haslam
 Assistant Secretary

Australian Government Department of Health
 T: s22 | E: s22 [mailto:s22@health.gov.au]
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: Mulder, Joanne s22 [redacted] <[redacted]@industry.gov.au>
Sent: Friday, 27 March 2020 4:45 PM
To: Haslam, Travis s22 [redacted] <[redacted]@health.gov.au>; s22 [redacted] <[redacted]@health.gov.au>
Cc: Coatsworth, Nick s22 [redacted] <[redacted]@health.gov.au>; s22 [redacted] <[redacted]@industry.gov.au>
Subject: RE: Draegar - Batch 1 and 2 [SEC=UNCLASSIFIED]

Yes, s47F [redacted] and three specialists that he spoke to.

UNCLASSIFIED

From: Haslam, Travis s22 [redacted] <[redacted]@health.gov.au>
Sent: Friday, 27 March 2020 4:26 PM
To: Mulder, Joanne s22 [redacted] <[redacted]@industry.gov.au>; s22 [redacted] <[redacted]@health.gov.au>
Cc: Coatsworth, Nick s22 [redacted] <[redacted]@health.gov.au>; s22 [redacted] <[redacted]@industry.gov.au>
Subject: RE: Draegar - Batch 1 and 2 [SEC=OFFICIAL]

Thanks – is this confirmed based on health advice?

Do we have cost / specs/ etc – anything to contract on and timing in relation to when it must be done by?

Travis Haslam
 Assistant Secretary

Australian Government Department of Health
 T: s22 [redacted] | E: s22 [redacted] <[redacted]@health.gov.au>
 Location: Sirius Building s22 [redacted]
 GPO Box 9848, Canberra ACT 2601, Australia

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From: Mulder, Joanne s22 [redacted] <[redacted]@industry.gov.au>
Sent: Friday, 27 March 2020 4:11 PM
To: Haslam, Travis s22 [redacted] <[redacted]@health.gov.au>
Cc: Coatsworth, Nick s22 [redacted] <[redacted]@health.gov.au>; s22 [redacted] <[redacted]@industry.gov.au>
Subject: Draegar - Batch 1 and 2 [SEC=UNCLASSIFIED]

Hi Travis,

We believe we should push forward with the Draegar Batch 1 and Batch 2 orders. This would be the delivery of 100 units by mid-May and a further 140 units by mid-June.

The breakdown is:

- Atlan A350 with Vista (90 units)
- Primus IE with Vista (90 units)
- Fabius Plus XL with Vista (60 units)

Doctors view is that Atlan A350 are highly supported and would do the job very effectively.

Primus and Fabius units are ventilators of limited quality but one Doctor does believe though that all of these options are better than the Lumis.

Please let me know if you need further information.

Regards

Jo

Joanne Mulder

General Manager – Ventilator Taskforce

AusIndustry – Industry Capability & Research

Department of Industry, Science, Resources and Energy

Phone: s22

Mb: s22

Internet: www.business.gov.au



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s22

From: Mulder, Joanne s22 @industry.gov.au>
Sent: Friday, 27 March 2020 4:43 PM
To: McIntyre, Duncan; Haslam, Travis; s22
Cc: s22; Coatsworth, Nick
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

Hi – sorry, important to note that these are not currently TGA approved, but the company has spoken to TGA and been advised they will get fast-tracked based on the approvals the product already has (attached in Duncan's email).

I'm happy to call TGA or whatever your advice is re: process.

Jo

UNCLASSIFIED

From: McIntyre, Duncan
Sent: Friday, 27 March 2020 4:38 PM
To: Mulder, Joanne s22 @industry.gov.au>; Haslam, Travis s22 @health.gov.au>; s22 @health.gov.au>
Cc: s22 @industry.gov.au>; Coatsworth, Nick s22 @health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

Hi Travis – attached are all the details. Bottom line:

1. Shangrila 510S (Bedside Unit) - 300 Units in end of May (Price: s47)
2. VG70 (ICU Unit) - 300 Units in mid-June (Price: s47)

Let me know if you need more.

Thanks

Duncan

UNCLASSIFIED

From: Mulder, Joanne
Sent: Friday, 27 March 2020 4:35 PM
To: Haslam, Travis s22 @health.gov.au>; McIntyre, Duncan s22 @industry.gov.au>; s22 @health.gov.au>
Cc: s22 @industry.gov.au>; Coatsworth, Nick s22 @health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

I understand they sent a quote through. I will track it down.

UNCLASSIFIED

From: Haslam, Travis s22 @health.gov.au]
Sent: Friday, 27 March 2020 4:24 PM
To: Mulder, Joanne s22 @industry.gov.au>; McIntyre, Duncan s22 @industry.gov.au>; s22 @health.gov.au>
Cc: s22 @industry.gov.au>; Coatsworth, Nick s22 @health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]
Importance: High

Do we have price, specs etc anything we can use to finalise a contract? I

Travis Haslam
Assistant Secretary

Australian Government Department of Health
T: s22 | E: s22 @health.gov.au
Location: Sirius Building s22
GPO Box 9848, Canberra ACT 2601, Australia

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From: Mulder, Joanne s22 @industry.gov.au>
Sent: Friday, 27 March 2020 4:11 PM
To: Haslam, Travis s22 @health.gov.au>; McIntyre, Duncan s22 @industry.gov.au>
Cc: s22 @industry.gov.au>; Coatsworth, Nick s22 @health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

Hi Travis

Based on the advice we have received, we would recommend the purchase of the AEONMED products. I have spoken with s47F and confirmed that both are invasive. The delivery of the bedside unit is end May and the ICU unit mid to late June. Again there is a timing issue here, however hopefully if/when you are in contract discussions they may be able to be delivered earlier. The Shangrila is the preferred product, so be good to get that earlier.

Please let me know if you would like me to go back to AEONMED or discuss anything further. There is a deadline of 5pm today.

Thanks
Jo

UNCLASSIFIED
UNCLASSIFIED
UNCLASSIFIED

From: Haslam, Travis s22 @health.gov.au]
Sent: Friday, 27 March 2020 12:08 PM
To: Mulder, Joanne s22 @industry.gov.au>; McIntyre, Duncan s22 @industry.gov.au>
Subject: FW: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL:Sensitive]

Hi – noting all of the below, can someone please call s47F about the AEON kit. His contact came from PMO and there is a need to engage further, even if to better understand their offer and options, just in case we need to change path at any stage. I didn't say no or commit to anything to him, other than we shared the info with experts.
Thanks
Travis

Travis Haslam
Assistant Secretary

Australian Government Department of Health
T: s22 | E: s22 @health.gov.au
Location: Sirius Building s22
GPO Box 9848, Canberra ACT 2601, Australia

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From: EDWARDS, Caroline s22 [redacted] <[redacted]@health.gov.au>
Sent: Friday, 27 March 2020 12:01 PM
To: Beauchamp, Glenys s22 [redacted] <[redacted]@industry.gov.au>; McIntyre, Duncan s22 [redacted] <[redacted]@industry.gov.au>; Coatsworth, Nick s22 [redacted] <[redacted]@health.gov.au>; Mulder, Joanne s22 [redacted] <[redacted]@industry.gov.au>; Haslam, Travis s22 [redacted] <[redacted]@health.gov.au>; Firman, Jenny s22 [redacted] <[redacted]@health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL:Sensitive]

Yes. I see no downside to helping Res med gear up.

If (as I strongly hope) we do not run out of capacity – we can always export to countries who need them.

It is an industry which I would like to exit this pandemic stronger so that we have more capacity for the future and be better prepared if this ever happens again.

That is my view on the local PPE production too.

Any progress on lower standard mask / PPE productions? We could certainly use about a billion lower grade masks for community and industry use.

Acting Secretary
 Australian Government Department of Health
 T: 02.6289 s22 [redacted] | Location: s22 [redacted] Scarborough House
 PO Box 9848, Canberra ACT 2601, Australia

EA: s22 [redacted] 02 6289 s22 [redacted]

From: Beauchamp, Glenys s22 [redacted] <[redacted]@industry.gov.au>
Sent: Friday, 27 March 2020 11:56 AM
To: EDWARDS, Caroline s22 [redacted] <[redacted]@health.gov.au>; McIntyre, Duncan s22 [redacted] <[redacted]@industry.gov.au>; Coatsworth, Nick s22 [redacted] <[redacted]@health.gov.au>; Mulder, Joanne s22 [redacted] <[redacted]@industry.gov.au>; Haslam, Travis s22 [redacted] <[redacted]@health.gov.au>; Firman, Jenny s22 [redacted] <[redacted]@health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [DLM=For-Official-Use-Only]

Thanks - And to see what it would take to get more from Resmed?, gb

Glenys Beauchamp
 Health Industry Coordination Group
 s22 [redacted]

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The key variable which I am not sure is appreciated is that Brendan, Nick and a critical mass of intensivist experts now appear to be comfortable that the Lumis machines can operate as invasive ventilators as needed.

This means that combined existing, the 5,500 total Resmed buy and the repurpose of anaesthetic machines we probably have enough to match our maximum ICU capacity. This is the crux of Nick's email below.

The contract with Resmed is executed so I would have thought the key activities here are to work with Resmed to ensure that deliver occurs as planned – incrementally with all delivered by 30 April and concluding the contract on the consumables.

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Cc: Beauchamp, Glenys
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

Caroline, Nick

I'm keen for a read from you on the target number of high quality ICU ventilators we want.

Our tracker is attached. We are firming up numbers but we have been basing our target on s47F work. We think there's still a considerable gap, in the 1000's, based on availability by July (and May would be better). As a consequence we are pursuing all options and working to bring the delivery forward.

Can you advise what our target number would be?

Happy to discuss (s22)

Duncan

Duncan McIntyre
Head, Ventilator Taskforce
s22 @industry.gov.au

Head of Division, AusIndustry – Industry Capability and Research
s22 @industry.gov.au

Executive Assistant: s22
s22 @industry.gov.au

Department of Industry, Science, Energy and Resources
Level 8, Industry House
10 Binara Street, Canberra City, ACT 2601
Internet: www.business.gov.au
Supporting economic growth and job creation for all Australians

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I think we need to be very mindful of this advice – ie that we think the Resmed order is close to meeting our need (or at least our maximum possible ICU capacity).

While new ideas / options on ventilators should not be ignore, we need to focus on our other critical shortages – masks, gowns, goggles, gloves and swabs

My sense is that the local market, including alcohol producers are stepping up on hand sanitiser but let me know if I am wrongly optimistic about this.

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Hi Travis.

I would say no to this.

The Chinese appear to be dumping on the market, this one doesn't have the imprimatur of F&P like the MindRay. It is untested and I have some concerns with the brochure and tech specs.

Recommend going ahead with procuring the MindRay's but limit further procurement.

As national stockpile items (if there is agreement that they should be in the stockpile and not distributed until required – which is my view) 500 astral 150's, 200 MindRays backed up by 5000 lumis 150s is sufficient for a catastrophic scenario, in addition to our current capacity.

Cheers

Nick

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 Cc: EDWARDS, Caroline s22 @health.gov.au>; Beauchamp, Glenys
 s22 @industry.gov.au>
Subject: Re: Urgent FW: AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

UNCLASSIFIED

Thanks Travis.

We've noted the timing and will get onto this and come back to you tomorrow.

Jo

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From: "Haslam, Travis" s22 @health.gov.au>
Date: Thursday, 26 March 2020 at 6:41:26 pm
To: "Coatsworth, Nick" s22 @health.gov.au>, "Firman, Jenny" s22 @health.gov.au>, "McIntyre, Duncan" s22 @industry.gov.au>, "Mulder, Joanne" s22 @industry.gov.au>
Cc: "EDWARDS, Caroline" s22 @health.gov.au>, "Beauchamp, Glenys" s22 @industry.gov.au>
Subject: Urgent FW: AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]

Hi all – urgent referral just now, info attached. Is this what we need and can we determine appropriate costs /delivery?

I have spoken to s47F tonight and this has immediately followed. Advice please.

Note timing – tomorrow.

Travis Haslam
 Assistant Secretary

Australian Government Department of Health
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 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: s @medicaldevicetechnologies.com.au>
Sent: Thursday, 26 March 2020 6:08 PM
To: Haslam, Travis s22 @health.gov.au>
Cc: s47F @medicaldevicetechnologies.com.au>
Subject: AEONMED - Ventilators (ICU and Bedside) [SEC=No Protective Marking]

Dear Travis,

I would refer to your discussion with s47F .

We have been a long-term dealer for AEONMED who is based in China. They manufacture a range of medical equipment items and have a very strong network in China. AEONMED supplied over 4000 units to Wuhan and surrounding hospitals during the latest Covid19 crisis.

They have offered us 600 ventilators units as a favour due to our long-term relationship with AEONMED and wanting to support Australia.

The units which are available are:

1. Shangrila 510S (Bedside Unit) - 300 Units in end of May (Price: s47)
2. VG70 (ICU Unit) - 300 Units in mid-June (Price: s47)

Note: Our price includes transport if assistance provide we would reduce costs

I have attached the AEONMED CE Certificate of manufacturer and Brochure for each of the items.

We have also spoken with TGA about approval of these units, they are confident with a CE manufacturer they could fast track the approval with supporting evidence.

We are on very tight timeframes to secure these units as other countries have placed very large orders and placing pressure on AEONMED for supply. They are also flying in jets to pick up orders.

AEONMED has clearly indicated that they have order greater than supply and need to know whether we wish to secure these units by midday tomorrow. I understand this is a short deadline, but the world demand is extreme and we are competing against countries and large private groups.

MDT understands the seriousness of this pandemic given feedback from AEONMED and we are trying to everything possible to support Health services in Australia.

Please note we have access to 100,000 95 masks that could be obtained as well timings also short similar to above if interested. Delivery would be 14 working days.

If you need further information please advise, we will be working late as well and feel free to call anytime after hours.

Regards

s47F

Medical Device Technologies (MDT)

m: s47F

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au e: s47F [@medicaldevicetechnologies.com.au](mailto:s47F@medicaldevicetechnologies.com.au)

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BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

s22

From: Haslam, Travis
Sent: Friday, 27 March 2020 4:45 PM
To: EDWARDS, Caroline
Cc: s22
Subject: FW: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]
Attachments: Urgent FW: AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]

Pls see below – we are trying to sort based on advice earlier from Nick following s47F view. Will try to buy now.

Travis Haslam
 Assistant Secretary

Australian Government Department of Health
 T: s22 | E: s22 @health.gov.au
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: McIntyre, Duncan s22 @industry.gov.au>
Sent: Friday, 27 March 2020 4:38 PM
To: Mulder, Joanne s22 @industry.gov.au>; Haslam, Travis s22 @health.gov.au>, s22 @health.gov.au>
Cc: s22 @industry.gov.au>; Coatsworth, Nick s22 @health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

Hi Travis – attached are all the details. Bottom line:

1. Shangrila 510S (Bedside Unit) - 300 Units in end of May (Price: s47)
2. VG70 (ICU Unit) - 300 Units in mid-June (Price: s47)

Let me know if you need more.

Thanks

Duncan

UNCLASSIFIED

From: Mulder, Joanne
Sent: Friday, 27 March 2020 4:35 PM
To: Haslam, Travis s22 @health.gov.au>; McIntyre, Duncan s22 @industry.gov.au>; s22 @health.gov.au>
Cc: s22 @industry.gov.au>; Coatsworth, Nick s22 @health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

I understand they sent a quote through. I will track it down.

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 Sent: Friday, 27 March 2020 4:24 PM
 To: Mulder, Joanne s22 [redacted] @industry.gov.au>; McIntyre, Duncan s22 [redacted] @industry.gov.au>;
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 Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]
 Importance: High

Do we have price, specs etc anything we can use to finalise a contract? I

Travis Haslam
 Assistant Secretary

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 Location: Sirius Building s22 [redacted]
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 Sent: Friday, 27 March 2020 4:11 PM
 To: Haslam, Travis s22 [redacted] @health.gov.au>; McIntyre, Duncan s22 [redacted] @industry.gov.au>
 Cc: s22 [redacted] @industry.gov.au>; Coatsworth, Nick s22 [redacted] @health.gov.au>
 Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

Hi Travis

Based on the advice we have received, we would recommend the purchase of the AEONMED products. I have spoken with s47F [redacted] and confirmed that both are invasive. The delivery of the bedside unit is end May and the ICU unit mid to late June. Again there is a timing issue here, however hopefully if/when you are in contract discussions they may be able to be delivered earlier. The Shangri-la is the preferred product, so be good to get that earlier.

Please let me know if you would like me to go back to AEONMED or discuss anything further. There is a deadline of 5pm today.

Thanks
 Jo

UNCLASSIFIED
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 Sent: Friday, 27 March 2020 12:08 PM
 To: Mulder, Joanne s22 [redacted] @industry.gov.au>; McIntyre, Duncan s22 [redacted] @industry.gov.au>
 Subject: FW: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL:Sensitive]

Hi – noting all of the below, can someone please call s47F [redacted] about the AEON kit. His contact came from PMO and there is a need to engage further, even if to better understand their offer and options, just in case we need to change path at any stage. I didn't say no or commit to anything to him, other than we shared the info with experts.
 Thanks
 Travis

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Can you advise what our target number would be?

Happy to discuss s22

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Note: Our price includes transport if assistance provide we would reduce costs

I have attached the AEONMED CE Certificate of manufacturer and Brochure for each of the items.

We have also spoken with TGA about approval of these units, they are confident with a CE manufacturer they could fast track the approval with supporting evidence.

We are on very tight timeframes to secure these units as other countries have placed very large orders and placing pressure on AEONMED for supply. They are also flying in jets to pick up orders.

AEONMED has clearly indicated that they have order greater than supply and need to know whether we wish to secure these units by midday tomorrow. I understand this is a short deadline, but the world demand is extreme and we are competing against countries and large private groups.

MDT understands the seriousness of this pandemic given feedback from AEONMED and we are trying to everything possible to support Health services in Australia.

Please note we have access to 100,000 95 masks that could be obtained as well timings also short similar to above if interested. Delivery would be 14 working days.

If you need further information please advise, we will be working late as well and feel free to call anytime after hours.

Regards

s47F

Medical Device Technologies (MDT)

m: s47F

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au e: s47F @medicaldevicetechnologies.com.au

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From: [Haslam, Travis](#)
To: [Coatsworth, Nick](#); [Firman, Jenny](#); [McIntyre, Duncan](#); [Mulder, Joanne](#)
Cc: [EDWARDS, Caroline](#); [Beauchamp, Glenys](#)
Subject: Urgent FW: AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]
Date: Thursday, 26 March 2020 6:41:26 PM
Attachments: [image001.png](#)
[859 Aeonmed-Q5 065725 0022 Rev.02\(1\).pdf](#)
[CE Certificate-Beijing Aeonmed \(1\).pdf](#)
[510 Brochure-En.pdf](#)
[VG70 Brochure-En \(2\).pdf](#)
Importance: High

Hi all – urgent referral just now, info attached. Is this what we need and can we determine appropriate costs /delivery?

I have spoken to s47F tonight and this has immediately followed. Advice please.

Note timing – tomorrow.

Travis Haslam
 Assistant Secretary

Australian Government Department of Health
 T: s22 | E s22 @health.gov.au

Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

From: s47F @medicaldevicetechnologies.com.au>

Sent: Thursday, 26 March 2020 6:08 PM

To: Haslam, Travis s22 @health.gov.au>

Cc: s47F @medicaldevicetechnologies.com.au>

Subject: AEONMED - Ventilators (ICU and Bedside) [SEC=No Protective Marking]

Dear Travis,

I would refer to your discussion with s47F.

We have been a long-term dealer for AEONMED who is based in China. They manufacture a range of medical equipment items and have a very strong network in China. AEONMED supplied over 4000 units to Wuhan and surrounding hospitals during the latest Covid19 crisis.

They have offered us 600 ventilators units as a favour due to our long-term relationship with AEONMED and wanting to support Australia.

The units which are available are:

1. Shangrila 510S (Bedside Unit) - 300 Units in end of May (Price: s47)
2. VG70 (ICU Unit) - 300 Units in mid-June (Price: s47)

Note: Our price includes transport if assistance provide we would reduce costs

I have attached the AEONMED CE Certificate of manufacturer and Brochure for each of the items.

We have also spoken with TGA about approval of these units, they are confident with a CE manufacturer they could fast track the approval with supporting evidence.

We are on very tight timeframes to secure these units as other countries have placed very large orders and placing pressure on AEONMED for supply. They are also flying in jets to pick up orders. AEONMED has clearly indicated that they have order greater than supply and need to know whether we wish to secure these units by midday tomorrow. I understand this is a short deadline, but the world demand is extreme and we are competing against countries and large private groups. MDT understands the seriousness of this pandemic given feedback from AEONMED and we are trying to everything possible to support Health services in Australia.

Please note we have access to 100,000 95 masks that could be obtained as well timings also short similar to above if interested. Delivery would be 14 working days.

If you need further information please advise, we will be working late as well and feel free to call anytime after hours.

Regards

s47F

Medical Device Technologies (MDT)

m: s47F

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au e: s47F @medicaldevicetechnologies.com.au



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BY THE DEPARTMENT OF HEALTH AND AGED CARE



Product Service

Certificate

No. Q5 065725 0022 Rev. 02

Holder of Certificate:

Beijing Aeonmed Co., Ltd.

Room 405
Basement 1 to 4th Floor of 901 Unit
Building 9, No.26 Outer Ring West Road
Fengtai District
100070 Beijing
PEOPLE'S REPUBLIC OF CHINA

Certification Mark:



Scope of Certificate:

Design and Development, Production, Distribution, Installation and Servicing of Anaesthetic Workstation, Vaporizer, Ventilator, Medical Air Compressor, Infusion Pump, Ceiling Pendant, Operating Table, Surgical Light, Multi-Parameter Patient Monitor, Syringe Pump, Patient Warming System, Videoscope System.

The Certification Body of TÜV SÜD Product Service GmbH certifies that the company mentioned above has established and is maintaining a quality management system, which meets the requirements of the listed standard(s). See also notes overleaf.

Report No.: BJ1985904

Valid from: 2020-03-23

Valid until: 2022-12-31

Date, 2020-03-23

s47F

Head of Certification/Notified Body



Product Service

Certificate

No. Q5 065725 0022 Rev. 02

Applied Standard(s):

EN ISO 13485:2016
Medical devices - Quality management systems -
Requirements for regulatory purposes
(ISO 13485:2016)
DIN EN ISO 13485:2016

Facility(ies):

Beijing Aeonmed Co., Ltd.
Room 405, Basement 1 to 4th Floor of 901 Unit, Building 9, No.26
Outer Ring West Road, Fengtai District, 100070 Beijing, PEOPLE'S
REPUBLIC OF CHINA

Beijing Aeonmed Co., Ltd.
No. 10 Chaobai Street, Yingbin Road West, Yanjiao Development
Zone, 065201 Langfang City, Hebei Province, PEOPLE'S
REPUBLIC OF CHINA

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BY THE DEPARTMENT OF HEALTH AND AGED CARE

ZERTIFIKAT ◆ CERTIFICATE ◆ 認證書 ◆ CERTIFICADO ◆ CERTIFICAT



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Zentralstelle der Länder
für Gesundheitsschutz
bei Arzneimitteln und
Medizinprodukten
www.zlg.de
ZLG-BS-244.10.08



Document 9c - FOI 4762 JR



Product Service

EC Certificate

Full Quality Assurance System

Directive 93/42/EEC on Medical Devices (MDD), Annex II excluding (4)
(Devices in Class IIa, IIb or III)

No. G1 065725 0019 Rev. 01

Manufacturer:

Beijing Aeonmed Co., Ltd.

Room 405
Basement 1 to 4th Floor of 901 Unit
Building 9, No.26 Outer Ring West Road
Fengtai District
100070 Beijing
PEOPLE'S REPUBLIC OF CHINA

EC-Representative:

**Shanghai International Holding Corp. GmbH
(Europe)**

Eiffestraße 80, 20537 Hamburg, GERMANY

**Product Category(ies): Anaesthetic Workstation, Vaporizer,
Ventilator, Medical Air Compressor,
Infusion Pump, Ceiling Pendant,
Multi-Parameter Patient Monitor,
Videoscope System, Patient Warming
System.**

The Certification Body of TÜV SÜD Product Service GmbH declares that the aforementioned manufacturer has implemented a quality assurance system for design, manufacture and final inspection of the respective devices / device categories in accordance with MDD Annex II. This quality assurance system conforms to the requirements of this Directive and is subject to periodical surveillance. For marketing of class III devices an additional Annex II (4) certificate is mandatory. See also notes overleaf.

Report No.:

BJ19859044

Valid from:

2019-07-16

Valid until:

2022-05-03

Date, 2019-07-16

s47F

Head of Certification/Notified Body

Page 1 of 2

TÜV SÜD Product Service GmbH is Notified Body with identification no. 0123

TÜV SÜD Product Service GmbH • Certification Body • Ridlerstraße 65 • 80339 Munich • Germany

Page 1 of 2

TÜV®



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Zentralstelle der Länder
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bei Arzneimitteln und
Medizinprodukten
www.zlg.de
ZLG-BS-244.10.08

Document 9c - FOI 4762 JR



Product Service

EC Certificate

Full Quality Assurance System

Directive 93/42/EEC on Medical Devices (MDD), Annex II excluding (4)
(Devices in Class IIa, IIb or III)

No. G1 065725 0019 Rev. 01

Facility(ies):

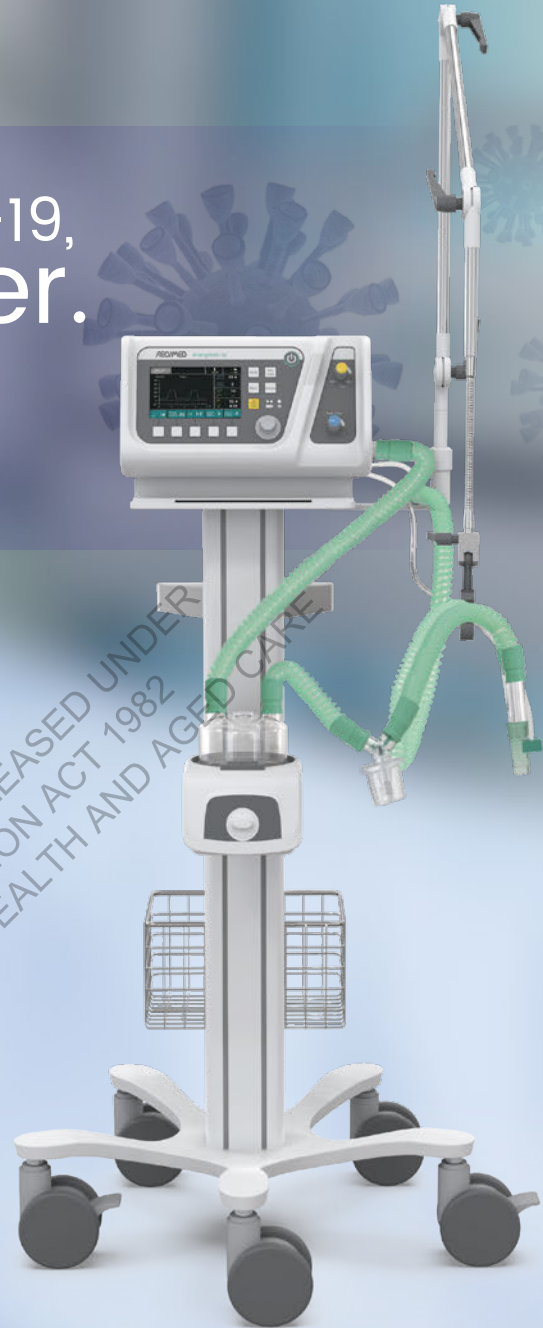
Beijing Aeonmed Co., Ltd.
Room 405, Basement 1 to 4th Floor of 901 Unit, Building 9, No.26
Outer Ring West Road, Fengtai District, 100070 Beijing,
PEOPLE'S REPUBLIC OF CHINA

Beijing Aeonmed Co., Ltd.
No. 10 Chaobai Street, Yingbin Road West, Yanjiao Development
Zone, 065201 Langfang City, Hebei Province, PEOPLE'S
REPUBLIC OF CHINA

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Fighting against COVID-19, we are together.

With the massive global outbreak of COVID-19, Aeonmed customized this respiratory work station to save more lives according to the clinical requirements.



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Shangrila 510S

Integrated Respiratory Work Station

With advanced technology and versatile ventilation functions, 510S respiratory work station meets the breathing requirements of adult and pediatric.



Shangrila 510S

Integrated Respiratory Work Station



Complete Ventilation Modes

- The device hosts six ventilation modes.
 - Besides the conventional Volume-Controlled ventilation mode, it also has Pressure-Controlled ventilation mode,
 - SIMV and CPAP modes.
- The machine can provide a precise tidal volume.
- It also provides inspiration hold and manual breath, one-button operation, and is thus incredibly convenient.

Ideal O₂ Delivery

- With its advanced technology, the range of FiO₂ can be set from 40% to 100%.
- Furthermore, this range can be adjusted continuously.

Clinical Enhancements

- Manual breath
- Inspiratory hold
- Alarm silence
- Pre-use test

Working Scenarios

- Ward, Emergency Department,
Sub-acute Care Unit

AEOMED
Reliable Quality Thoughtful Service

HQ: Building 9, No.26 Outer Ring West Road, Fengtai District, Beijing 100070, China
Science Park: No. 10, Chaobai Street, Yanjiao Development Zone, Sanhe City, Hebei Province
065201, China
TEL: +86-10-5841 1198 FAX: +86-10-6371 8989
Http: //www.aeonmed.com E-mail: marketing@aeonmed.com

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Shangrila 510S-202003

Technical Specification

Ventilation Modes			
	VCV(A/C)	PCV(A/C)	PRVC
	SIMV(PCV)+PSV	SIMV(PRVC)+PSV	SPONT/CPAP+PSV
	BIVENT+PSV	NIV/CPAP	NIV-T NIV-S/T
Parameters			
• Tidal Volume:	20~2000 ml		
• Respiration Rate:	1~80 bpm		
• Tinsp:	0.2~9 s		
• Tslope:	0~2 s		
• Tpause:	0~4 s		
• I:E Ratio:	1:10~4:1		
• FiO ₂ :	21%~100%		
• Trigger Sensitivity:	Pressure (-20~0 cmH ₂ O, above PEEP)		
	Flow (0.5~20 LPM)		
• PEEP:	0~35 cmH ₂ O		
• Psupport:	0~70 cmH ₂ O		
• Pinsp:	5~70 cmH ₂ O		
Special Procedures			
	Apnea Ventilation	Smart Suction	Manual Breath
	Insp/ Exp Hold	ETCO ₂ Measurement	
	Nebulization	Waveform Freeze	
Monitoring			
• Pressure Value:	Ppeak, Pplat, Pmean, Pmin, PEEP		
• Volume / Flow Value:	Vti, Vte, MV, MVspont		
• Time Value:	ftotal, fspont, I:E		
• Real Time Curves:	Pressure-Time, Flow-Time, Volume-Time waveforms		
	Pressure-Volume, Volume-Flow, Flow-Pressure loops		
• Gas Monitoring:	FiO ₂ , ETCO ₂		
• Calculated Values:	Compliance(C)		
	Resistance(R)		
	MVleak		
	RSBI		
	WOB		
	PEEPi		
Alarm			
	Paw high / low	MVe high / low	Circuit disconnect
	FiO ₂ high / low	Inspiration / Expiratory tidal volume low	
	High Respiration Rate	Apnea AC Failure	Nebulizer On
	Low Battery	Air /O ₂ supply down	High / Low PEEP
	Leakage out of range	Occlusion	
Technical Data			
• Screen:	12" TFT color touch screen (detachable)		
• Supply Gas:	O ₂ , 0.28~0.6 MPa		
• Power Supply:	AC100~240 V, 50 Hz/60 Hz		
• Communication Interface:	RS-232 Port, Nurse call Port, Ethernet Port		
• Dimension (WxDxH):	322 mm x 375 mm x 366 mm (Main Unit)		
	547 mm x 675 mm x 950 mm (Cart)		
• Weight:	12.5 kg (Main Unit)		
	25 kg (Cart)		

Remark: Above configurations include standard and optional. Please check price with your Aeonmed sales representative.



HQ: No.4 Hangfeng Road, Fengtai Science Park, Fengtai District, Beijing, China (100070)
Science Park: No. 10, Chaobai Street, Yanjiao Development Zone, Sanhe City,
Hebei Province, China (065201)
TEL: +86-10-5841 1198 FAX: +86-10-6371 8989
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AVT70-1708



An Optimal Combination of Invasive and Noninvasive Ventilator

VG70 Ventilator

CE 0123





An Optimal Combination of Invasive and Noninvasive Ventilator

- As noninvasive ventilation is used increasingly in a wide range of clinical situations, we offer a dual solution
- VG70 combines the advantages of a flexible noninvasive ventilator with a full-featured invasive ventilator for the ICU

Optimal patient-ventilator synchrony, increase patient comfort

- **The Unique Leak Compensation System** - Keep precise control on the tidal volume of each breath delivered to the patient by adjusting compensation dosage automatically
- **Advanced Trigger Technique** - Enhance sensitivity, avoid spurious triggering

Auto-detect and
Adjust Leak
Compensation

Automatically
Adapt to Patient's
Breathing Pattern

Multi-parameter
Monitoring

Safe Ventilation Through Whole Treatment Phase

Initial Treatment Phase

- Noninvasive ventilation mode associated with decreased intubation rates, shortened patient stays, improved patient comfort, and a reduced risk of cross infection
- Preset patient's height and IBW. Reduce clinician's workload

Stable Condition Phase

- PRVC and BIVENT employ lung-protective strategies, delivering intelligent ventilation
- Comprehensive lung mechanics monitoring include compliance, airway resistance, PEEPi and time constant
- Three waveforms & three loops with user-friendly display provide a continuous monitoring of the patient's condition

Weaning Phase

- Various ventilation modes enhance the weaning process
- The unique trigger and leakage compensation system safeguards each and every patient breath resulting in smooth and comfortable breathing, avoiding extra workload on the patient and promoting recovery
- RSBI and WOB provide accurate reference for weaning

Rehab Phase

- Data export port provides connection to hospital monitors and Patient Data Management Systems
- Provides pressure support for the patient when spontaneous breathing is present

Superior Mobile ICU ventilator

- Comprehensive ICU ventilator including BIVENT and PRVC
- Compact, big capacity battery, no air compressor, intra-hospital mobility
- Flexible device configuration: equipped on a trolley, bed or ceiling pendant

Cost Effective Solution

- Unique metal-based, autoclavable, heated exhalation valve
- Built-in flow sensor, non-consumable design
- Upgradeable ventilation system software, with an available USB port



360° Visible
Alarm Lamp



12" TFT Detachable
Touch Screen



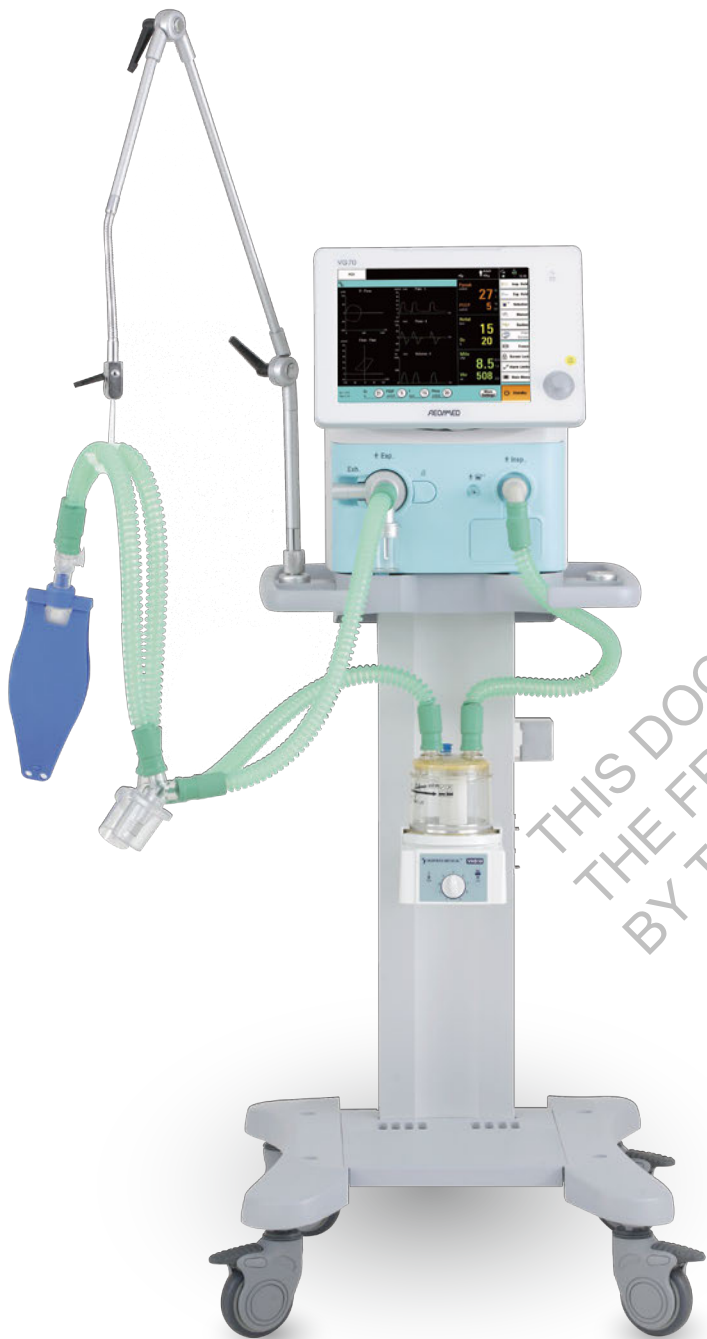
Ultra Quiet
Turbine Inside



Integrated Power
Supply Solution



Built-in Battery,
With Extended
Backup Option



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s22

From: s22
Sent: Tuesday, 31 March 2020 3:05 PM
To: s47E(d); s22
Cc: s47E(d)
Subject: FW: FOR YOUR CLEARANCE - Approval to pay the invoice for the supply of ventilators for the National Medical Stockpile - Medical device Tech [SEC=OFFICIAL:Sensitive]
Attachments: RBA Confirmation - Medical Device Technologies 31.03.20.pdf

Payment advice attached for Medical Advice technologies

From: s47E(d) @health.gov.au>
Sent: Tuesday, 31 March 2020 3:02 PM
To: s22 @health.gov.au>; s22 @health.gov.au>
Cc: s22 @health.gov.au>; s22 @health.gov.au>; s22 @health.gov.au>
Subject: FW: FOR YOUR CLEARANCE - Approval to pay the invoice for the supply of ventilators for the National Medical Stockpile - Medical device Tech [SEC=OFFICIAL:Sensitive]

Hi

RBA Confirmation for payment of \$7,560,000.00 is attached

Regards

s22

s22
 Financial Reporting & Treasury Section
 Financial Management Division
 Department of Health
 Ph 02 6289 s22
 GPO Box 9848, Canberra ACT 2601
 Email: s22 @health.gov.au

From: s22 @health.gov.au>
Sent: Tuesday, 31 March 2020 2:48 PM
To: s47E(d) @health.gov.au>; s22 @health.gov.au>
Cc: s22 @health.gov.au>
Subject: FW: FOR YOUR CLEARANCE - Approval to pay the invoice for the supply of ventilators for the National Medical Stockpile - Medical device Tech [SEC=OFFICIAL:Sensitive]

Hi s22

Delegate approval for payment.

Regards

s22

s22 In Home Aged Care Division

Financial Management Division | Chief Operating Officer Group
 Finance Business Support Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22@health.gov.au
 Location: Sirius Building s22
 PO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

From: s22@health.gov.au>
Sent: Tuesday, 31 March 2020 2:46 PM
To: s22@health.gov.au>
Cc: s47E(d)@health.gov.au>; s22@health.gov.au>
Subject: FW: FOR YOUR CLEARANCE - Approval to pay the invoice for the supply of ventilators for the National Medical Stockpile - Medical device Tech [SEC=OFFICIAL:Sensitive]

From: Haslam, Travis s22@health.gov.au>
Sent: Tuesday, 31 March 2020 2:44 PM
To: s22@health.gov.au>
Cc: s22@health.gov.au>; s47E(d)@health.gov.au>
Subject: RE: FOR YOUR CLEARANCE - Approval to pay the invoice for the supply of ventilators for the National Medical Stockpile - Medical device Tech [SEC=OFFICIAL:Sensitive]

Approved in line with Caroline's authorisation.
 Thanks
 Travis

Travis Haslam
 Assistant Secretary / National Incident Room

Australian Government Department of Health
 T: 02 6289 s22 | E: s22@health.gov.au
 Location: Sirius Buildings s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: s22@health.gov.au>
Sent: Tuesday, 31 March 2020 2:43 PM
To: Haslam, Travis s22@health.gov.au>
Cc: s22@health.gov.au>; s47E(d)@health.gov.au>
Subject: FOR YOUR CLEARANCE - Approval to pay the invoice for the supply of ventilators for the National Medical Stockpile - Medical device Tech [SEC=OFFICIAL:Sensitive]

Hi Travis,

Can you please urgently confirm your approval for payment of the invoice.

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au
 Location: Scarborough House s22
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s22 @health.gov.au>
 Sent: Tuesday, 31 March 2020 2:36 PM
 To: s22 @health.gov.au>
 Subject: FW: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Hi s22

Just need delegate approval from Travis agreeing the below wording.

I approve the payment of \$7,560,000.00 GST inclusive for the purchase of ventilators and confirm that I am the authorised delegate under s23(3) of the PGPA Act for this commitment proposal. The commitment approval is within the limits of my delegation as specified in the Financial Delegations.

Regards

s22

s22 In Home Aged Care Division

Financial Management Division | Chief Operating Officer Group
 Finance Business Support Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 i@health.gov.au
 Location: Sirius Building s22
 PO Box 9848, Canberra ACT 2601, Australia

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From: s22 @health.gov.au>
 Sent: Tuesday, 31 March 2020 2:25 PM
 To: s22 @health.gov.au>; s22 @health.gov.au>
 Subject: FW: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Hi s22

Please see s22 email below requiring delegate approval to make the payment of \$7,560,000.00.

regards

s22

s22
Financial Reporting & Treasury Section
Financial Management Division
Department of Health
Ph 02 6289 s22
GPO Box 9848, Canberra ACT 2601
Email: s22 @health.gov.au

From: s22 @health.gov.au>
Sent: Tuesday, 31 March 2020 2:22 PM
To: s22 @health.gov.au>
Subject: RE: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Hi s22

When i had a look at the delegate approval it allows us to enter into a commitment, which we have done.

Essentially what we still require is the delegate confirming that the invoice can be paid (including the relevant amount noting that i believe we are only paying 60% at this time).

Regards

s22

Sent with BlackBerry Work
(www.blackberry.com)

From: s22 @health.gov.au>
Date: Tuesday, 31 Mar 2020, 14:16
To: s22 @health.gov.au>
Subject: FW: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Hi s22

Is this sufficient delegation? As per attachment

s22

Signing page

EXECUTED as an agreement.

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Health by its duly authorised delegate in the presence of

s47F

Signature of witness

s47F

Name of witness (print)

s47F

Signature of delegate

Caroline Edwards

Name of delegate (print)

Acting Secretary

Position of delegate (print)

Executed by Medical Device Technologies Pty Ltd (ABN 95 122 938 363) in accordance with section 127 of the Corporations Act

s47F

Signature of director

s47F

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

s22

Financial Reporting & Treasury Section
Financial Management Division
Department of Health
Ph 02 6289 s22
GPO Box 9848, Canberra ACT 2601
Email: s22 @health.gov.au

From: s22 @health.gov.au>

Sent: Tuesday, 31 March 2020 2:10 PM

To: s47E(d) @health.gov.au>; s22 @health.gov.au>

Cc: s22 @health.gov.au>; s22 @health.gov.au>

Subject: RE: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Hi s22

Attached Invoice and executed contract for this payment to progress today.

Hope this is all you need.

Regards

s22

s22 In Home Aged Care Division

Financial Management Division | Chief Operating Officer Group
Finance Business Support Branch
Australian Government Department of Health
T: 02 6289 s22 | E s22 @health.gov.au
Location: Sirius Building s22
PO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

From: s47E(d) @health.gov.au>
Sent: Tuesday, 31 March 2020 1:56 PM
To: s22 @health.gov.au>
Cc: s22 @health.gov.au>; s22 @health.gov.au>
Subject: FW: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Hi s22

Will we be getting the bank details for the attached.?

Also the delegate approval please?

I can't make payment until I have those details

s22

s22
Financial Reporting & Treasury Section
Financial Management Division
Department of Health
Ph 02 6289 s22
GPO Box 9848, Canberra ACT 2601
Email: s22 @health.gov.au

From: s22 @health.gov.au>
Sent: Tuesday, 31 March 2020 12:58 PM
To: s22 @health.gov.au>; s22 @health.gov.au>
Cc: s47E(d) @health.gov.au>
Subject: FW: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Hi s22 – are you able to arrange this one along with yesterday's payment.

Hi s22 FYI – another payment coming through.

Thanks

s22

From: s47E(d) @health.gov.au>
 Sent: Tuesday, 31 March 2020 12:47 PM
 To: s22 @health.gov.au>; s22 @health.gov.au>
 Cc: s4/L(d) @health.gov.au>
 Subject: FW: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Hi s22

s22 please note this CA has been signed off by the Acting Secretary. The contract requires 60% payment today, so this will be another one we will need to progress quickly.

s22 can you please check to see if Medical Device Technologies (ABN 95 122 938) is setup as a vendor on the system?

Many thanks

s22

s22

Office of Health Protection | Chief Medical Officer Group
 Regulatory Policy Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s22 @health.gov.au>
 Sent: Tuesday, 31 March 2020 12:16 PM
 To: s22 @health.gov.au>
 Cc: s47E(d) @health.gov.au>
 Subject: FW: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Please action immediately and get off to MDT – can you cc in the relevant officer at industry.

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au
 Location: Scarborough House s22
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s22 [redacted] <s22@health.gov.au>
Sent: Tuesday, 31 March 2020 12:06 PM
To: Haslam, Travis s22 [redacted] <s22@health.gov.au>; s22 [redacted] <s22@health.gov.au>
Cc: s22 [redacted] <s22@health.gov.au>; Pratt, Jessica s22 [redacted] <s22@health.gov.au>
Subject: : A/G SECRETARY SIGNED | Commitment Approval for the supply of ventilators for the National Medical Stockpile [SEC=OFFICIAL:Sensitive]

Good afternoon

Please find attached commitment approval for the supply of ventilators for the National Medical Stockpile.

The original will be with me for collection.

Cheers

s22 [redacted]

s22 [redacted]

Executive Assistant to Caroline Edwards
Acting Secretary
Department of Health
GPO Box 9848, Canberra ACT, 2601
Ph: +61 26289 s22 [redacted] | E: s22 [redacted] <s22@health.gov.au>

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE

s22

From: Mulder, Joanne s22 @industry.gov.au>
Sent: Monday, 30 March 2020 10:09 AM
To: s22
Cc: Haslam, Travis; s22
Subject: AEONMED and Draegar [SEC=UNCLASSIFIED]

Hi s22

In addition to Draegar (which I will come back to you on re: payment schedule), we also need to make a decision today about the AEONMED contract with Medical Device Technologies – i.e. do we contract knowing delivery is end June? Not sure who makes this decision.

Thanks

Jo

Joanne Mulder
General Manager – Ventilator Taskforce
AusIndustry – Industry Capability & Research
Department of Industry, Science, Resources and Energy

Phone s22
Mb: s22
Internet: www.business.gov.au



UNCLASSIFIED

s22

From: s47E(d)
Sent: Tuesday, 31 March 2020 10:29 AM
To: s22
Cc: s47E(d)
Subject: Commitment approval - Medical Device Technologies for Shangrila ventilators [SEC=OFFICIAL:Sensitive]
Attachments: RE: Commitment Approval: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]; MDT - Department of Health - Goods Contract - Ventilators - 31 Mar 2020 - to Delegate.docx; Medical Technologies Minute_5 YEAR WARRANTY_28Mar2020.docx
Importance: High

Hi s22

CA for MDT Shangrila ventilators, for provision up the line. Please note ME are waiting on instructions whether they need to draft a guarantee, which I've sought advice on from s22 Thanks, s22

COMMITMENT APPROVAL FOR THE SUPPLY OF VENTILATORS FOR THE NATIONAL MEDICAL STOCKPILE

This email seeks your:

- **APPROVE** the contract with Medical Device Technologies (ABN 95 122 938 363), using the contract developed for the Department of Health by MinterEllison (**Attachment A**);
- **APPROVE** expenditure for a total of up to \$12,600,000.00 (GST inclusive) under Section 23(3) of the *Public Governance, Performance and Accountability Act* (PGPA Act).

Description	Quantity	Unit Price - Excl GST	Net Amount	GST	Total – Incl GST	Cost Centre
Shangrila 510S Integrated Respiratory Work Station	300	\$38,181.82	\$11,454,545.50	\$1,145,454.55	\$12,600,000.00	s47E(d)
Delivery by End of June 2020			TOTAL \$11,454,545.50 (GST Excl.)		\$12,600,000.00 (GST Incl.)	

- **NOTE** that Medical Device Technologies will be provided with the draft contract once you approve this Minute.
- **NOTE** that following execution of this contract, Medical Device Technologies will be paid 60% of the invoice total (\$7,560,000) by 31 March 2020 with the remainder paid on delivery of goods.

1. BACKGROUND/CONTEXT

On 30 January 2020 an outbreak was declared a Public Health Emergency of International Concern. This global alert was issued By the World Health Organization (WHO) in relation to Coronavirus. The Department approached various

suppliers to inquire regarding quantities of ventilators the Department could secure for the NMS. On 26 March, the supplier quoted for 300 Shangrila 510S (Bedside Unit).

On 27 March, you approved expenditure up to \$47 (GST inclusive) and a contract to be provided to Medical Device Technologies.

On 28 March, following receipt of the contract, Medical Device Technologies advised that the production schedule was missed and therefore the units could not be delivered by May 2020. They have agreed to supply the same number of ventilators (300) by late June 2020 (one month later than the original contract). For this to occur, 60% of the invoice total would need to be paid by Tuesday 31 March 2020, with the remainder paid on delivery of the goods.

Medical Device Technologies also advised that the warranty conditions in the original contract offered (5 years) could not be provided for the cost quoted, and that the total cost for 300 ventilators with a five year warranty would be \$12,600,000.00.

The Medical Scientific Advisory Unit (MSAU) has been consulted and has advised that the supply of the units with the one month delay is preferred over no supply. The MSAU has also advised that a five year warranty is preferred, as the units typically last around 10 years.

2. TIMEFRAME

The goods have been ordered prior to any contract being formed due to the extreme urgency for the Commonwealth to acquire the required ventilators.

3. CONTRACTUAL ARRANGEMENT

The contract has been prepared (**Attachment A**) using the contract developed by legal firm MinterEllison based on a Commonwealth goods contract, and in consultation with Legal and Assurance Division.

Contract Manager

The nominated Contract Manager for this arrangement will be the Director Health Emergency Countermeasures Section, Health Emergency Management Branch.

4. COMPLIANCE WITH COMMONWEALTH PROCUREMENT RULES

As outlined in the Minute to the Secretary (approved 19 March 2020), Paragraph 2.6 of the CPRs provides a lawful mechanism under which a procurement may be exempted from all or part of the CPRs. Paragraph 2.6 relevantly provides:

'These CPRs do not apply to the extent that an official applies measures determined by their Accountable Authority to be necessary ... to protect human health'.

5. EXPENDITURE AND FUNDS AVAILABILITY

The cost to the Department for the goods is up to **\$12,600,000.00** (GST incl). This is within your delegation limit under the Accountable Authority Financial Delegations Schedule 1, Table 1, Item 3, to approve proposals to commit relevant money up to \$1000m (GST exclusive).

The Finance Business Partner has confirmed that funds will be made available from the nominated account Administered PRI048.

6. GENERAL

Risk Management

The risk profile developed as part of the Procurement Plan has been reviewed. The risk profile remains Low. There are no conflict of interest issues that have been raised throughout the process. Any significant risks and mitigations identified will be advised to the delegate.

Internal Reporting Requirements

Under the Department's Procurement Processing and Management policy, contracts must be registered within 2 business days of execution.

External Reporting Requirements

The contract will be reported on the Department's website in accordance with the Senate Order requirements of July 2001 (Murray Motion). As the contract is valued over \$10,000 it will be reported on AusTender within 42 days of entering into the contract, in line with the Commonwealth Procurement Rules (Division 1, Item 7, Reporting arrangements).

Attachments:

- A. Contract with Medical Device Technologies

s22

Office of Health Protection | Chief Medical Officer Group
Regulatory Policy Branch
Australian Government Department of Health
T: 02 6289 s22 | E: s22 @health.gov.au
GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE

From: s22 on behalf of s47E(d)
To: s47E(d); s22
Cc: s47E(d); s22; s22; s22
Subject: RE: Commitment Approval: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]
Date: Tuesday, 31 March 2020 10:22:00 AM
Attachments: [image001.png](#)

Thanks s22 just confirmed with the supplier, its GST inclusive. I will amend the draft contract to state inclusive.

Thanks

s22

s22

Office of Health Protection | Chief Medical Officer Group
 Regulatory Policy Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E s22 [@health.gov.au](mailto:s22@health.gov.au)
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s47E(d) [@health.gov.au](mailto:s22@health.gov.au)
Sent: Monday, 30 March 2020 10:08 PM
To: s22 [@health.gov.au](mailto:s22@health.gov.au); s47E(d) [@health.gov.au](mailto:s47E(d)@health.gov.au)
Cc: s47E(d) [@health.gov.au](mailto:s47E(d)@health.gov.au); s22 [@health.gov.au](mailto:s22@health.gov.au); s22 [@health.gov.au](mailto:s22@health.gov.au); s22 [@health.gov.au](mailto:s22@health.gov.au)
Subject: RE: Commitment Approval: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Hi s22

Only one suggestion for change within the CA minute, approval sought is for \$12.6M GST inclusive, however the draft contract states costs are GST exclusive, the attached invoice is silent on the GST stating neither inc or ex of gst. Would you please check correct expenditure amount and amend the minute or contract accordingly.

Noting the above suggestion, PAS endorses the way forward.

Cheers

s22

s22

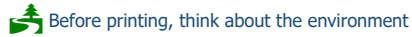
s22

Procurement Advisory Service

Financial Management Division | Chief Operating Officer (COO) Group
 Financial Business Support Branch
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 [@health.gov.au](mailto:s22@health.gov.au) OR s47E(d) [@health.gov.au](mailto:s47E(d)@health.gov.au)
 Location: Sirius Building s22
 PO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to

land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.



From: s22 @health.gov.au>
Sent: Monday, 30 March 2020 9:38 PM
To: s47E(d) @health.gov.au>
Cc: s47E(d) @health.gov.au>; s22 @health.gov.au>
Subject: Commitment Approval: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

As discussed. For your advice/clearance of the attached CA.

The exact figures to be calculated.

Again, the A/g Secretary is aware of the approach and all of the overarching obligations and risks already.

I will have Minter Ellison finalise the contract now.

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group
 Australian Government Department of Health
 T: 02 6289s22 | E: s22 @health.gov.au
 Location: Scarborough House s22
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s47E(d) @health.gov.au>
Sent: Saturday, 28 March 2020 4:19 PM
To: s22 @health.gov.au>
Cc: s47E(d) @health.gov.au>
Subject: RE: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Hi s22

As discussed, I have spoken with s47F regarding the delayed delivery timeframe of June 2020 (one month later) and five-year vs one-year warranty. s47F advice is that a delay of one month would be preferable over no supply, and that given the units typically last around 10 years, a five year warranty would be preferable.

I have therefore redrafted the Minute to the Acting Secretary to reflect:

- a) A total amount payable of \$12,600,000 (GST inclusive);
- b) 60% of the invoice total payable by 31 March 2020 with the remainder paid on delivery of goods;
- c) The delayed delivery date; and

d) Expanding on the background to explain the situation.

I have also redrafted the contract to reflect the above, with the exception of (b) – when the draft contract goes to ME for review, we will need to ask them to include (b) above into the appropriate sections of the contract.

I have not provided these documents beyond this email at this stage given the other priorities this afternoon. However, in order to make the order timeframe and a 60% payment by Tues 31 Mar, this will need to be progressed quickly.

Cheers

s22

s22

Office of Health Protection | Chief Medical Officer Group
Regulatory Policy Branch
Australian Government Department of Health
T: 02 6289 s22 | E s22 @health.gov.au
GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s22 @health.gov.au>
Sent: Saturday, 28 March 2020 1:38 PM
To: s22 @health.gov.au>
Cc: s47E(d) @health.gov.au>
Subject: FW: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Can you be across this – no action yet/

From: s47F @medicaldevicetechnologies.com.au>
Sent: Saturday, 28 March 2020 1:33 PM
To: Mulder, Joanne s22 @industry.gov.au>
Cc: s22 @health.gov.au>; s47F s47F @medicaldevicetechnologies.com.au>
Subject: AEONMED Shangrila 510S Ventilator [SEC=No Protective Marking]

Hi Joanne,

Thank you for taking my call last night, regarding the supply of 300 AEONMED Shangrila 501S Ventilators. I do apologies for calling late but I wanted to provide you with feedback ASAP.

As discussed, we missed the production schedule cut off with AEONMED and supply can not be guaranteed by the end of May, as other customers have forward both orders and deposits and been given this production slot. Once again, the demand for AEONMED Ventilators is extreme globally.

They, however, have agreed to supply 300 AEONMED Shangrila 501S Ventilators by late June. This, however, depends upon Medical Device Technologies (MDT) depositing funds to AEONMED by Wednesday 1 April 2020. To enable this to occur MDT would need 60% of the total invoice amount deposited and available Tuesday next week.

Our original price was provided as per the following:

1. Unit Price s47
2. Included warranty for one year period (6 monthly and Yearly Check)

Upon reading the contract supplied by s22 we notice you required a 60 months warranty parts and labour including specific period checks.

The unit price to provide the additional Warranty as per contract would be \$42,000 per unit.

Could you please advise whether you wish to proceed and can the contract be modified for acceptance of either Option 1 - 1 Year Warranty or Option 2- 5 Year Warranty price as above. We have attached two invoices for each Option for speed if accepted.

We can stress enough that without payment as per our payment terms AEONMED will not hold this production slot and will allocate to countries/companies that have placed order and deposits.

Upon receipt of the contract, we will sign and return ASAP. We accept all other conditions of the contract.

Once again, urgency is of the essence.

Regards,

s47F

Medical Device Technologies (MDT)

m: s47F

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au e: s47F [@medicaldevicetechnologies.com.au](mailto:s47F@medicaldevicetechnologies.com.au)

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s22

From: Haslam, Travis
Sent: Friday, 27 March 2020 7:10 PM
To: s22
Subject: FW: Commitment Approval - PPE For the National Medical Stockpile [SEC=OFFICIAL]
Attachments: Minute - PPE - National Medical Stockpile 27 March.pdf; Goods contract.pdf

Caroline has signed both – please forward the contract to the supplier.

Thanks.

Travis

Travis Haslam
 Assistant Secretary

Australian Government Department of Health
 T: s22 | E: s22 @health.gov.au
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

From: s22 @health.gov.au>
Sent: Friday, 27 March 2020 7:05 PM
To: Haslam, Travis s22 @health.gov.au>; s22 @health.gov.au>; Pratt, Jessica s22 @health.gov.au>
Subject: Commitment Approval - PPE For the National Medical Stockpile [SEC=OFFICIAL]

Good afternoon

Please find attached the minute and the signed goods contract for the supply of PPE for the National Medical Stockpile.

Regards

s22

s22

Executive Assistant to Caroline Edwards
 Acting Secretary
 Department of Health
 GPO Box 9848, Canberra ACT, 2601
 Ph: +61 26289 s22 | E: s22 @health.gov.au

MINUTE TO THE ACTING SECRETARY**To:** Caroline Edwards**SUBJECT****COMMITMENT APPROVAL FOR THE SUPPLY OF PERSONAL PROTECTIVE EQUIPMENT FOR THE NATIONAL MEDICAL STOCKPILE****Purpose**

This Minute recommends that you:

- **APPROVE** the contract with Medical Device Technologies (ABN 95 122 938 363), using the contract developed for the Department of Health Contract by MinTer Ellis (**Attachment A**);
- **APPROVE** expenditure for a total of up to s47 (GST inclusive) under Section 23(3) of the *Public Governance, Performance and Accountability Act* (PGPA Act).

Description	Quantity	Unit Price – Excl GST	Net Amount	GST	Total – Incl GST	Cost Centre
Shangrila 510S Integrated Respiratory Work Station	300	s47				s47E(d)
Delivery by End of May 2020			s47			

- NOTE that Medical Device Technologies will be provided with the draft contract once you approve this Minute.

BACKGROUND/CONTEXT

On 30 January 2020 an outbreak was declared a Public Health Emergency of International Concern. This global alert was issued By the World Health Organization (WHO) in relation to Coronavirus.

The Department approached various suppliers to inquire regarding quantities of ventilators the Department could secure for the NMS. On 26 March, the suppliers quoted for 300 Shangrila 510S (Bedside Unit).

TIMEFRAME

The supplier will be notified as soon as you approve this Minute. Goods will be available by June 2020.

CONTRACTUAL ARRANGEMENT

The contract has been prepared (**Attachment A**) using the contract developed by legal firm Minter Ellison based on a Commonwealth goods contract, and in consultation with Legal and Assurance Division.

Contract Manager

The nominated Contract Manager for this arrangement will be the Director Health Emergency Countermeasures Section, Health Emergency Management Branch.

COMPLIANCE WITH COMMONWEALTH PROCUREMENT RULES

The procurement process was conducted under a determination for the protection of human health made by the Secretary under paragraph 2.6 of the Commonwealth Procurement Rules (CPRs) on 18 March 2020. Under her determination, the CPRs do not apply to this procurement.

EXPENDITURE AND FUNDS AVAILABILITY

The cost to the Department for the goods is up to s47 (GST incl). This is within your delegation limit under the Accountable Authority Financial Delegations Schedule 1, Table 1, Item 3, to approve proposals to commit relevant money up to \$1000m (GST exclusive).

The Finance Business Partner has confirmed that funds will be made available from the nominated account Administered PRI048.

GENERAL**Risk Management**

The risk profile developed as part of the Procurement Plan has been reviewed. The risk profile remains Low. There are no conflict of interest issues that have been raised throughout the process. Any significant risks and mitigations identified will be advised to the delegate.

Internal Reporting Requirements

Under the Department's Procurement Processing and Management policy, contracts must be registered within 2 business days of execution.

External Reporting Requirements

The contract will be reported on the Department's website in accordance with the Senate Order requirements of July 2001 (Murray Motion). As the contract is valued over \$10,000 it will be reported on AusTender within 42 days of entering into the contract, in line with the Commonwealth Procurement Rules (Division 1, Item 7, Reporting arrangements).

DELEGATE APPROVALS

It is recommended that you:

APPROVE the contract with Medical Device Technologies for the provision of purchasing Ventilators for the National Medical Stockpile (NMS), using the proposed contract (Attachment A);	APPROVED / NOT APPROVED
---	--------------------------------

Prepared by:

s47F

Travis Haslam
Assistant Secretary
Office of Health Protection

Approved by:

s47F

Caroline Edwards
A/g Secretary
Department of Health

Attachments:

- A. Contract with Medical Device Technologies

Contact officer:

s22

Phone:

s22

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE

Goods Contract

For the provision of ventilation units

—

Commonwealth of Australia as represented by the
Department of Health ABN 83 605 426 759
(**Customer**)

Medical Device Technologies Pty Ltd ABN 95 122 938
363 (**Supplier**)

—

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE

Goods Contract

For the provision of ventilation units

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Details

Date

March 2020

Parties

Name	Commonwealth of Australia as represented by the Department of Health
ABN	83 605 426 759
Short form name	Customer
Notice details	Attention: Director, Health Emergency Countermeasures Section, Health Emergency Management Branch Postal address: MDP 140, PO Box 9848, Canberra ACT 2601 Physical address: Sirius Building, Furzer St, Woden Town Centre ACT 2606 Email: s22 [REDACTED]
Customer's Contract Manager	Director, Health Emergency Countermeasures Section, Health Emergency Management Branch

Name	Medical Device Technologies Pty Ltd
ABN	95 122 938 363
Short form name	Supplier
Notice details	Postal address: PO Box 62, Ashgrove QLD 4060 Email: s47F [REDACTED] @medicaldevicetechnologies.com.au
Supplier's Contract Manager	s47F [REDACTED]

Background

- A The Customer requires the provision of certain ventilation units for the Commonwealth's National Medical Stockpile.
- B The Customer has agreed to engage the Supplier, and the Supplier has agreed, to provide the Goods on the terms and conditions contained in the Contract.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Contract means this document and its attachments and schedules as amended from time to time in accordance with the Contract, and any other documents expressly identified in this document as forming part of the Contract.

Contract Manager means the contract manager for the Customer and/or Supplier (as relevant) specified in the Details section to the Contract.

Contract Price means the total contract price specified in the Contract, including any GST component payable.

Correctly Rendered Invoice means an invoice that:

- (a) is correctly addressed and calculated in accordance with the Contract;
- (b) except where expressly provided otherwise in Schedule 1, relates only to Goods that have been Delivered and Accepted by the Customer in accordance with the Contract;
- (c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;
- (d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- (e) is a valid tax invoice in accordance with the GST Act.

Customer means the party specified in the Details section of the Contract as the Customer.

Defect Rectification Period means 60 months or the Supplier's or manufacturer's standard warranty period (whichever is the longer).

Delivery and Acceptance means the process by which Goods are delivered to the Customer and accepted by the

Customer as meeting the terms specified in the Contract.

Goods means:

- (a) the goods and any Material specified in the Contract; and
- (b) all such incidental goods and services (including preventative maintenance) that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST means a Commonwealth goods and services tax imposed by the GST Act.

Material means any material brought into existence as a part of, or for the purpose of producing the Goods, and includes but is not limited to documents, equipment, information or data stored by any means.

National Medical Stockpile means the strategic reserve of products held by the Customer for the purposes of health emergencies.

Notice means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, physical address or email address set out in the Details section of the Contract or as notified from time to time.

Specifications means the specifications for the Goods set out at Schedule 1 and all applicable manufacturers' specifications and applicable standards.

Supplier means the party specified in the Details section of the Contract as the Supplier.

1.2 Interpretation

In the Contract, except where the context otherwise requires:

- (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 annexure is to a clause or paragraph of, or schedule or annexure to, this document, and a reference to the Contract includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Canberra, Australia time;
- (g) a reference to a party is to a party to the Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local department or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the Contract or any part of it; and
- (l) headings are for ease of reference only and do not affect interpretation.

2. Precedence of Documents

2.1 Composition

The following documents form part of the Contract:

- (a) clauses 1 to 22;
- (b) Schedule 1;
- (c) any other schedules to this document; and
- (d) any document annexed to, or incorporated by reference into, the Contract.

2.2 Inconsistency

If there is any inconsistency between the provisions of the documents that together form the Contract, the provisions of the earlier mentioned document in clause 2.1 will prevail to the extent of that inconsistency.

3. Commencement and term

The Contract is effective on and from 26 March 2020 and continues for the duration of the Defect Rectification Period, unless terminated earlier.

4. Delivery and Acceptance

- (a) The Supplier must provide the Goods as specified in Schedule 1 and meet any requirements and standards specified in that Schedule.
- (b) Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused.
- (c) The Customer may reject the Goods within fourteen (14) days after delivery, if the Goods do not comply with the requirements of the Contract (**Acceptance Period**).
- (d) If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period,

setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

- (e) If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods, though the Customer may accept the Goods sooner. Title to Goods transfers to the Customer only on acceptance.
- (f) If the Customer rejects the Goods, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. Without limitation, if required by the Customer, the Supplier must replace the rejected Goods within thirty (30) days (unless another timeframe is specified by the Customer). No payment will be due for rejected Goods until their acceptance.

reasonably to know the Goods are to be used, free from faults or deficiencies in design, manufacture and workmanship, and comply with the Specifications;

- (ii) warrants that the preventative maintenance of the Goods will be performed using a high professional degree of care, skill and diligence according to any applicable industry best practice standard;
- (iii) warrants that it has the requisite power and authority to enter into the Contract and to carry out the obligations contemplated by the Contract;
- (iv) warrants that it is duly registered, properly constituted and remains in existence;
- (v) must provide the Customer with all relevant third party warranties in respect of Goods; and
- (vi) where the Supplier is a manufacturer, must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

5. Licences, Approvals and Warranties

- (a) The Supplier must obtain all necessary valid export and import licences or other approvals to meet the requirements of the Contract. The Supplier must provide, on request by the Customer, a copy of any necessary export or import licence or other approval, or proof that such licence or approval has been obtained.
- (b) The Supplier must obtain and maintain all intellectual property rights, licences or other approvals required for the lawful provision of the Goods and arrange and pay any necessary customs entry for any Goods.
- (c) The Supplier:
 - (i) warrants that the Goods are fit for the purposes for which the Supplier knows or ought

6. Defects

- (a) Notwithstanding Delivery and Acceptance of the Goods by the Customer in accordance with clause 4, the Supplier must remedy by replacement, at its cost, any defects in the Goods notified by the Customer to the Supplier at any time within the Defect Rectification Period or identified by the Supplier in undertaking the maintenance activities described in Schedule 1 following Delivery

and Acceptance of the Goods by the Customer.

- (b) If the Supplier does not promptly replace the defective Goods, the Customer may recover the price of the Goods as a debt due from the Supplier to the Customer.
- (c) The Customer's rights under this clause 6 are in addition to, and do not detract from, its rights under the Contract or otherwise at law.

7. Insurances

- (a) The Supplier must maintain adequate insurances for the Contract, including product liability insurance, and provide the Customer with proof when required. The Supplier must provide to the Customer certificates of currency for all insurances held by it before the later of 26 March 2020 and the first delivery of Goods to the Customer.
- (b) The product liability insurance must have a limit of liability of not less than \$20 million per occurrence and not less than \$20 million in the aggregate and must be maintained throughout the term of the Contract and for a period of seven (7) years after the termination or expiry of the Contract.

8. Subcontracting

- (a) Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- (b) The Supplier must make available to the Customer the details of all subcontractors engaged to provide the Goods under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

9. Relationship of the Parties

- (a) Neither party is the employee, agent, officer or partner of the other party nor, by virtue of the Contract, authorised to bind or represent the other party.
- (b) The Supplier must ensure that its officers, employees, agents or subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

10. Conflict of Interest

- (a) The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.
- (b) If any conflict or potential conflict arises during the Contract term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

11. Supplier Payments

- (a) The invoice must be a Correctly Rendered Invoice. The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.
- (b) Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- (c) If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

12. Expenses

Unless specified otherwise in Schedule 1, the Supplier must not charge the Customer for any fees, charges or expenses (including travel and accommodation, document reproduction, and telecommunications charges) in addition to the Contract Price.

ABN (or sufficient evidence of an exemption to hold an ABN) prior to any payment being due under the Contract, the Customer may make such withholding from any such payment as required by applicable tax legislation at the time of payment (including any GST or similar tax).

13. GST and ABN

- (a) If and to the extent that GST is payable on a supply made by the Supplier to the Customer under the Contract:
 - (i) the Customer will pay the GST component to the Supplier at the same time as the GST exclusive amount;
 - (ii) the GST component will be calculated as an amount equal to the GST exclusive amount multiplied by the prevailing rate of GST.
- (b) If and to the extent that GST is not payable on a supply made by the Supplier under the Contract:
 - (i) the Customer need not pay any GST component to the Supplier; and
 - (ii) if the Customer has already paid the GST component to the Supplier, the Supplier must immediately refund that GST component to the Customer.
- (c) If any payment by the Customer to the Supplier is a reimbursement, calculated by reference to a cost or expense incurred by the Supplier, that payment must be reduced by the amount of any input tax credit that the Supplier (or the representative member of any GST group of which the Supplier is a member) is entitled to claim in respect of that cost or expense.
- (d) If the Supplier does not provide the Customer with a document containing the Supplier's valid

14. Termination or Reduction for Convenience

- (a) In addition to any other rights the Customer has under the Contract, the Customer may at any time terminate the Contract or reduce the scope of the Goods by providing a Notice to the Supplier.
- (b) If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- (c) The Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).
- (d) If the Customer issues a Notice under this clause, the Customer will pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- (e) Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

15. Termination for Cause

- (a) The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- (i) the Supplier does not deliver the Goods as specified in the Contract (including by any delivery date), or notifies the Customer or the Customer forms the view that the Supplier will be unable to deliver the Goods as specified in the Contract (including by any delivery date);
- (ii) the Customer rejects the Goods in accordance with clause 4 and the Goods are not remedied as required by the Notice of rejection;
- (iii) the Supplier breaches a term of the Contract and the breach is not capable of remedy;
- (iv) the Supplier does not remediate a breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (v) subject to any applicable statutory stay on the exercise of rights including sections 415D, 434J and 451E of the *Corporations Act 2001* (Cth) (as the case may be), the Supplier:
 - (A) is unable to pay all its debts when they become due;
 - (B) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth).

16. Dispute Resolution

- (a) For any dispute arising under the Contract both the Supplier and the Customer agree to comply with paragraphs (i) to (iv) of this clause sequentially:
 - (i) both Contract Managers will try to settle the dispute by direct negotiation;
 - (ii) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
 - (iii) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
 - (iv) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.
- (b) Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.
- (c) The Customer and the Supplier will each bear their own costs for

dispute resolution. The Customer will bear the costs of a mediator.

- (d) If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.
- (e) Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.
- (f) This procedure for dispute resolution does not apply to action relating to clause 15 or to legal proceedings for urgent interlocutory relief.

17. Notices

- (a) A Notice is deemed to be effected:
 - (i) if delivered by hand - upon delivery to the relevant address;
 - (ii) if sent by registered post - upon delivery to the relevant address; or
 - (iii) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).
- (b) A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

18. Assignment

The Supplier may not assign any rights under the Contract without the Customer's prior written consent.

19. Product Recalls

If the Goods are subject to a product recall or no longer conform to an

applicable law or standard, the Supplier must without delay notify the Customer providing full details, and, at the election of the Customer, replace those Goods within thirty (30) days or repay to the Customer any payment made for those Goods.

20. Compliance with Laws and Policies

20.1 Compliance and Obligation to Notify

- (a) The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all laws and policies relevant to the Goods.
- (b) If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses 20.2 to 20.8, it must:
 - (i) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
 - (ii) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

20.2 Access to Supplier's Premises and Records

- (a) The Supplier must maintain proper business and accounting records relating to the supply of the Goods and performance of the Contract.
- (b) The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its subcontractor's premises, personnel, documents and other records, and all assistance requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including in connection with a request made under the *Freedom of Information Act 1982* (Cth) or

audit or review by the Australian National Audit Office.

- (c) Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's actual and substantiated reasonable cost for complying with the Customer's request.
- (d) The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer.
- (e) All Commonwealth records, including any held by subcontractors, must be returned to the Customer at the conclusion of the Contract.

20.3 Privacy Act

In providing the Goods, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

20.4 Confidential Information

- (a) Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods, without prior written approval from the Customer.
- (b) This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).
- (c) The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written

undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

- (d) The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, or to a Minister or a House or Committee of Parliament.

20.5 Security and Safety

- (a) When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.
- (b) The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- (c) The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

20.6 Criminal Code

The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any

subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

20.7 Fraud

- (a) For the purposes of this clause, **Fraud** means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.
- (b) The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of the Contract.
- (c) The Supplier acknowledges the occurrence of Fraud will constitute a breach of the Contract. If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

20.8 Taxation

The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

21. General

21.1 Governing Law

The laws of the Australian Capital Territory apply to the Contract.

21.2 Counterpart

The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

21.3 Entire Agreement

- (a) The Contract represents the parties' entire agreement in relation to the subject matter, at the time the Contract was entered.
- (b) Anything that occurred before the making of the Contract will be disregarded (unless incorporated into the Contract in writing).
- (c) The parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either party unless in writing and agreed by both parties.
- (d) If either party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

22. Survival

Any clause that by its nature survives termination or expiry of the Contract will survive including, clause 6 (Insurances), clauses 14 (Termination or reduction for convenience), 15 (Termination for Cause), 19 (Product Recalls), 20 (Compliance with Laws and Policies).

Schedule 1 – Goods and Contract Price

1. Specifications and Other Requirements for the Goods and Material

The Supplier must supply to the Customer:

- (a) Shangrila 510S Integrated Respiratory Work Station (**Ventilators**):
- (i) for which approval and listing on the Australian Register of Therapeutic Goods maintained by the Therapeutic Goods Administration is being sought by the Supplier;
 - (ii) that include the components and Materials, are delivered in the quantities and by the delivery dates set out in the table below; and
 - (iii) that are delivered (in pallets no higher than 1.4 meters) to the following location or such other location in Australia as advised by the Customer:

Toll

19A Interchange Drive, Eastern Creek, NSW, 2767, Australia
s47F

- (b) preventative maintenance performed by a Supplier-trained service technician of each Ventilator by prior arrangement with the Customer at each location advised by the Customer:

- (i) on an annual basis from Delivery and Acceptance, a preventative maintenance procedure which includes an electrical safety test on the entire Ventilator; and
- (ii) on a six monthly basis from Delivery and Acceptance between the procedure referenced under paragraph 1(b)(i) above of this Schedule, a preventative maintenance procedure which comprises an extended self-test of the entire Ventilator and a primary and extended battery test,

with the Supplier correcting any identified defects in accordance with clause 6 and replacing of unserviceable or faulty parts promptly so that the Ventilators are in good working order and compliant with the Specifications;

- (c) an inspection of each Ventilator at six months after Delivery and Acceptance and then annually thereafter performed by a Supplier factory-trained service technician by prior arrangement with the Customer and at each location advised by the Customer, which includes:

- (i) inspection of both air and water trap assemblies, cleaning and replacing;
- (ii) inspection of the exterior for worn, loose, or broken components, repairing/replacing as needed; and
- (iii) inspection of wiring, tubing, and connectors, repairing/replacing as needed,

so that the Ventilators are in good working order and compliant with the Specifications; and

- (d) information supplied or produced by the manufacturer of the Goods, which outlines the manufacturer's specifications to ensure the safe and efficacious use of the Goods, including information regarding the handling, storage and management of the Goods.

To be delivered:		Delivery Date and quantity:
Shangrila 510S Integrated Respiratory Work Station		300 units to be delivered by end May 2020

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BY THE DEPARTMENT OF HEALTH AND AGED CARE

2. Contract Price

- (a) The Contract Price is s47 (including GST).
- (b) The Customer will pay in accordance with clause 11 of the Contract the amount of s47 (including GST) for each Ventilator Delivered and Accepted.

3. Reimbursements

Nil.

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BY THE DEPARTMENT OF HEALTH AND AGED CARE

Signing page

EXECUTED as an agreement.

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Health by its duly authorised delegate in the presence of

s47F

Signature of witness

s47F

Name of witness (print)

s47F

Signature of delegate

Caroline Edward

Name of delegate (print)

Acting Secretary

Position of delegate (print)

Executed by Medical Device Technologies Pty Ltd (ABN 95 122 938 363) in accordance with section 127 of the *Corporations Act*

Signature of director

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

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s22

From: s22
Sent: Monday, 30 March 2020 4:17 PM
To: Haslam, Travis
Subject: For advice - FW: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Hey Travis,

I have progressed this with Minter Ellison and PAS in anticipation of advice back on the June delivery (noting Caroline's earlier comment on Medtronic too).

Please note that in addition to requesting a further s47 for 5 year warranty (they only quote 1 year), MDT are also seeking an upfront payment of 60% of invoice (paid by tomorrow) which is \$7.56M tomorrow.

There does need to be a decision made here as to whether we go ahead (and get 500 in June) or hope that we can secure further GE units now (obviously still to be confirmed).

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au
 Location: Scarborough House s22
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: Mulder, Joanne s22 @industry.gov.au>
Sent: Monday, 30 March 2020 4:01 PM
To: s22 @health.gov.au>; Haslam, Travis s22 @health.gov.au>
Cc: s22 @industry.gov.au>; McIntyre, Duncan s22 @industry.gov.au>
Subject: FW: AEONMED Shangrila 510S Ventilator [SEC=UNCLASSIFIED]

Hi s22 and Travis, I know things are extremely busy, but can you please let me know if we are going to proceed with the AEONMED order through Medical Devices Technology? If we don't secure ASAP, we are going to miss out.

Jo

From: s47F @medicaldevicetechnologies.com.au]
Sent: Monday, 30 March 2020 3:57 PM
To: Mulder, Joanne s22 @industry.gov.au>
Cc: s47F @medicaldevicetechnologies.com.au>
Subject: Re: AEONMED Shangrila 510S Ventilator [SEC=UNCLASSIFIED]

Hi Joanne,

TGA has registered AEONMED as a Manufacturer and recognised the AEOMED Shangrila 501S Ventilator. We now just need to make the final invoice payment. This will be paid once an order is placed and money received. One less risk issue.

We have been contacted by the manufacturer and today demand has escalate due to the USA limiting the export of ventilators by US companies, they are placing pressure on us to act.

Regards,

s47F

Medical Device Technologies (MDT)

m: s47F

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au e s47F @medicaldevicetechnologies.com.au

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On Sun, 29 Mar 2020 at 10:51, Mulder, Joanne s22 @industry.gov.au> wrote:

Thank s47F completely understand and no need to apologise. We are not working in normal circumstances!

Kind regards

Jo

From: s47F [redacted] <s47F@medicaldevicetechnologies.com.au>
Sent: Sunday, 29 March 2020 11:41 AM
To: Mulder, Joanne <s22@industry.gov.au>
Cc: s22 <s22@health.gov.au>; s47F [redacted] <s47F@medicaldevicetechnologies.com.au>; Haslam, Travis <s22@health.gov.au>
Subject: Re: AEONMED Shangrila 510S Ventilator [SEC=UNCLASSIFIED]

Hi Joanne,

Thank you for responding and apologies for being so forthright. Under normal circumstances, this would not occur. The market is changing so quickly, my contact in AEONMED as indicated this morning that they are expecting additional orders across all countries and USA position is taking up any supply in the market.

Regards,

s47F [redacted]

Medical Device Technologies (MDT)

m: s47F [redacted]
a: PO Box 62 Ashgrove 4060
w: www.medicaldevicetechnologies.com.au e: s47F [redacted] <s47F@medicaldevicetechnologies.com.au>

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On Sun, 29 Mar 2020 at 09:38, Mulder, Joanne s22 [REDACTED] <s22@industry.gov.au> wrote:

Hi s47F [REDACTED]

Thanks you for your email and confirming what we discussed on Friday evening.

I have noted your timing and will be working with the Department of Health to come back to you with a position.

Kind regards

Jo

From: s47F [REDACTED] <s47F@medicaldevicetechnologies.com.au>
Sent: Saturday, 28 March 2020 1:33 PM
To: Mulder, Joanne s22 [REDACTED] <s22@industry.gov.au>
Cc: s22 [REDACTED] <s22@health.gov.au>; s47F [REDACTED] <s47F@medicaldevicetechnologies.com.au>
Subject: AEONMED Shangrila 510S Ventilator

Hi Joanne,

Thank you for taking my call last night, regarding the supply of 300 AEONMED Shangrila 501S Ventilators. I do apologies for calling late but I wanted to provide you with feedback ASAP.

As discussed, we missed the production schedule cut off with AEONMED and supply can not be guaranteed by the end of May, as other customers have forward both orders and deposits and been given this production slot. Once again, the demand for AEONMED Ventilators is extreme globally.

They, however, have agreed to supply 300 AEONMED Shangrila 501S Ventilators by late June. This, however, depends upon Medical Device Technologies (MDT) depositing funds to AEONMED by Wednesday 1 April 2020. To enable this to occur MDT would need 60% of the total invoice amount deposited and available Tuesday next week.

Our original price was provided as per the following:

1. Unit Price s47
2. Included warranty for one year period (6 monthly and Yearly Check)

Upon reading the contract supplied by s22 we notice you required a 60 months warranty parts and labour including specific period checks.

The unit price to provide the additional Warranty as per contract would be \$42,000 per unit.

Could you please advise whether you wish to proceed and can the contract be modified for acceptance of either Option 1 - 1 Year Warranty or Option 2- 5 Year Warranty price as above. We have attached two invoices for each Option for speed if accepted.

We can stress enough that without payment as per our payment terms AEONMED will not hold this production slot and will allocate to countries/companies that have placed order and deposits.

Upon receipt of the contract, we will sign and return ASAP. We accept all other conditions of the contract.

Once again, urgency is of the essence.

Regards,

s47F

Medical Device Technologies (MDT)

m: s47F

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au e: s47F @medicaldevicetechnologies.com.au



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s22

From: s22
Sent: Wednesday, 15 April 2020 6:43 PM
To: HASLAM, Travis
Cc: s22; s22; s22
Subject: For consideration - Updated contract list following prioritisation [SEC=OFFICIAL]
Attachments: 2020-04-14 - National Medical Stockpile - Reprioritised.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Travis,

Please see attached an update version of the contract tracker reflecting our discussion this afternoon on reprioritisation. The list has been prioritised to progress proposals that deliver gloves and gowns as these are the only areas of PPE where our contracted amount is below the need line in the latest projection from s22

In summary:

- There are four contract well underway and a further six identified which will go to the priority areas (these appear on page 4 of the attached). There are also three contract that are pathology related which will also continue
- s47G could provide the entirety of the gloves needed. They have provided further information that may address concerns previously raised and this has been sent to LAD and ME.
- Gowns would still appear to be an issue and in addition to progressing gowns proposals, we have gone back to a couple of the existing suppliers to see if they have additional capacity s47G) and have reached out to two of the existing groups s47G) who previously flagged opportunities. This may be an area for Industry focus if required.
- For the remaining offers, we would propose sending out, either directly or through Industry, a thank you indicating that we will keep their offer in mind if further PPE is required. Additionally, suppliers details could be provided through s22 to the S/Ts.

There could be some push back from companies that had taken previous interactions to commitments and some, like s47G, have include the MO in earlier correspondence.

The above will also release some funds in Finance's precommitment table which are associated with offers that we are no longer progressing.

Regards

s22

Director

National Incident Response Division | Chief Medical Officer Group
 Australian Government Department of Health
 T: 02 6289 s22 | E s22 @health.gov.au
 Location: Scarborough House s22
 GPO Box 9848, Canberra ACT 2601, Australia

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BY THE DEPARTMENT OF HEALTH AND AGED CARE

National Medical Stockpile (NMS) – Procurement Update

Regulatory Policy Branch

Contracts Executed

Referred by s22	Supplier	Goods description	Volume	Total contract value	Delivery Schedule
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s22

	Medical Device Technologies Pty Ltd	Ventilators	300	\$12,600,000.00	end June 2020
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s22

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Ventilators offers referred across

Referred by	Supplier	Goods description	Volume	Total contract value	Delivery Schedule
Industry	AEONMED	Ventilators (Shangrila 510s)	s47G		

s22

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s22

From: s22
Sent: Friday, 27 March 2020 8:16 PM
To: s47F@medicaldevicetechnologies.com.au
Subject: FW: AEONMED - Ventilators (ICU and Bedside) - Offer of Contract [SEC=OFFICIAL]
Attachments: Goods contract.pdf

HI s47F

I understand that you called and you are ok for me to call you back tomorrow.

I will be in the office from 10am. I am happy to set up a specific time to chat if that will assist.

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22@health.gov.au
 Location: Scarborough House s22
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s22
Sent: Friday, 27 March 2020 7:48 PM
To: s47F@medicaldevicetechnologies.com.au; s47F@medicaldevicetechnologies.com.au>
Cc: s47F@medicaldevicetechnologies.com.au; s47F@medicaldevicetechnologies.com.au>
Subject: AEONMED - Ventilators (ICU and Bedside) - Offer of Contract [SEC=OFFICIAL]

Dear s47F

Please find attached a copy of the contract for goods for provision of AEONMED Shangrila 510S Ventilators for the National Medical Stockpile, drafted on the basis of previous communications with the Department of Health.

Please review the Contract and sign and return an electronic copy to me as soon as possible.

I would appreciate if you could confirm receipt of this email.

If you have any questions please don't hesitate to ask.

Yours sincerely

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group
Australian Government Department of Health
T: 02 6289 s22 | E: s22 @health.gov.au
Location: Scarborough House s22
GPO Box 9848, Canberra ACT 2601, Australia

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s22

From: s22
Sent: Saturday, 28 March 2020 6:00 PM
To: Haslam, Travis
Cc: s47E(d)
Subject: FW: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]
Attachments: AUSFEDShangrila 510S 30032020 Invoice 000001AFG.docx; AUSFEDShangrila 510S 30032020 Invoice 000001AFGB.docx

Hi Travis,

As discussed, seeking your direction on whether to continue to pursue the 300 ventilators from Medical Device Technologies.

Medical Devices Technologies indicates that they won't have the 300 AEONMED Shangrila 510S Integrated Respiratory Work Station until late June (as opposed to the original end of May request). It is a minimal delay but I note previous concerns about aligning availability with need.

If we wish to proceed, we can progress a redraft to the contract and seek new commitment approval for contract to reflect higher costs for longer warranty (adding s47) as well as adjust for 60% upfront (\$7.56M). Staying with a shorter one year warranty would still require (\$5.4m) by Tuesday although I understand from MSAU contact that these units 'usually last 10 years so the longer warranty would be preferable'.

What we have already in play:

s22

We have an amended CA and contract that can go to PAS and ME now if we wish to continue with the MDT contract.

Btw I don't have visibility of the Mindray process is.

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au
 Location: Scarborough House s22
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: Mulder, Joanne s22 [REDACTED]@industry.gov.au>
Sent: Saturday, 28 March 2020 1:40 PM
To: Haslam, Travis s22 [REDACTED]@health.gov.au>
Cc: s22 [REDACTED]@health.gov.au>; s22 [REDACTED]@industry.gov.au>
Subject: FW: AEONMED Shangrila 510S Ventilator [SEC=UNCLASSIFIED]

Hi Travis

Below is confirmation that the delivery of the AEONMED product would be end June, however they have also raised some contract issues below, which they say the Commonwealth would need to agree to.

I will discuss the end June date with Duncan and others and come back to you with our view on whether or not to proceed based on timing. We will leave the terms of the contract with you – trust that is the process?

Regards

Jo

From: s47F [REDACTED]@medicaldevicetechnologies.com.au]
Sent: Saturday, 28 March 2020 1:33 PM
To: Mulder, Joanne s22 [REDACTED]@industry.gov.au>
Cc: s22 [REDACTED]@health.gov.au; s47F [REDACTED]@medicaldevicetechnologies.com.au>
Subject: AEONMED Shangrila 510S Ventilator

Hi Joanne,

Thank you for taking my call last night, regarding the supply of 300 AEONMED Shangrila 501S Ventilators. I do apologies for calling late but I wanted to provide you with feedback ASAP.

As discussed, we missed the production schedule cut off with AEONMED and supply can not be guaranteed by the end of May, as other customers have forward both orders and deposits and been given this production slot. Once again, the demand for AEONMED Ventilators is extreme globally.

They, however, have agreed to supply 300 AEONMED Shangrila 501S Ventilators by late June. This, however, depends upon Medical Device Technologies (MDT) depositing funds to AEONMED by Wednesday 1 April 2020. To enable this to occur MDT would need 60% of the total invoice amount deposited and available Tuesday next week.

Our original price was provided as per the following:

1. Unit Price s47 [REDACTED]
2. Included warranty for one year period (6 monthly and Yearly Check)

Upon reading the contract supplied by s22 [REDACTED] we notice you required a 60 months warranty parts and labour including specific period checks.

The unit price to provide the additional Warranty as per contract would be \$42,000 per unit.

Could you please advise whether you wish to proceed and can the contract be modified for acceptance of either Option 1 - 1 Year Warranty or Option 2- 5 Year Warranty price as above. We have attached two invoices for each Option for speed if accepted.

We can stress enough that without payment as per our payment terms AEONMED will not hold this production slot and will allocate to countries/companies that have placed order and deposits.

Upon receipt of the contract, we will sign and return ASAP. We accept all other conditions of the contract.

Once again, urgency is of the essence.

Regards,

s47F

Medical Device Technologies (MDT)

m: s47F

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au e: s47F @medicaldevicetechnologies.com.au

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BY THE DEPARTMENT OF HEALTH AND AGED CARE

UNCLASSIFIED

**Medical Device Technologies**

PO Box 62
Ashgrove QLD 4060

ABN: 95 122 938 363

Email:

info@medicaldevicetechnologies.com.au

Website:

www.medicaldevicetechnologies.com.au

Date: 30/03/2020

Invoice No. 000001AFG

Bill to:

Ship to:

Attention: Director, Health Emergency Countermeasures Section, Health
Emergency Management Branch
Commonwealth of Australia as represented by the Department of
Health

ABN 83 605 426 759

MDP 140, PO Box 9848

Canberra ACT 2601

Toll
19A Interchange Drive, Eastern
Creek, NSW, 2767, Australia

s47F

Product	Quantity	Price
Shangrila 510S Integrated Respiratory Work Station (1 Year Warranty Parts and Labour – six month and annual)	300	s47

Payment Terms:

Payment of 60% (\$5,400,000) must occur and be available by
MDT by the 31 March 2020

Remaining 40% (\$3,600,000) paid on delivery of goods

Payment Details:

Medical Device Technologies

s47G

Subtotal	s47
Shipping	\$0.00
GST	\$0.00

Total	s47	
Paid	\$0.00	
Total Due	s47	s22

Thank you for your Business

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BY THE DEPARTMENT OF HEALTH AND AGED CARE

s22

From: EDWARDS, Caroline
Sent: Friday, 27 March 2020 5:19 PM
To: Haslam, Travis
Cc: s22
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]

Whatever you prefer. I have printer and scanner at home now too so me going home is no constraint

Acting Secretary
 Australian Government Department of Health
 T: 02.6289 s22 | Location: s22 Scarborough House
 PO Box 9848, Canberra ACT 2601, Australia

EA: s22 02 6289 s22

From: Haslam, Travis s22 @health.gov.au>
Sent: Friday, 27 March 2020 5:15 PM
To: EDWARDS, Caroline s22 @health.gov.au>
Cc: s22 @health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]

Detmold, medcon definitely. Ventilators will be pulling a rabbit out of a hat and we will sign and send, rather than send and sign on return if you are happy to do so.

Travis Haslam
 Assistant Secretary

Australian Government Department of Health
 T: s22 | E: s22 @health.gov.au
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: EDWARDS, Caroline s22 @health.gov.au>
Sent: Friday, 27 March 2020 5:00 PM
To: Haslam, Travis s22 @health.gov.au>
Cc: s22 @health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]

Great ta. Will I be right to sign it before 6.30? have a vain hope I might go home

Acting Secretary
 Australian Government Department of Health
 T: 02.6289 s22 | Location: s22 Scarborough House
 PO Box 9848, Canberra ACT 2601, Australia

EA: s22 02 6289 s22

From: Haslam, Travis s22 @health.gov.au>
Sent: Friday, 27 March 2020 4:48 PM
To: EDWARDS, Caroline s22 @health.gov.au>

Cc: s22 [redacted] @health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]

End of May – I think we try those first and don't do the June ones to hedge?
Detmold is coming – need final copy after they agreed just now, as is Medcon letter of intent.

Travis Haslam
Assistant Secretary

Australian Government Department of Health
T: s22 [redacted] | E: s22 [redacted] @health.gov.au
Location: Sirius Building s22 [redacted]
GPO Box 9848, Canberra ACT 2601, Australia

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From: EDWARDS, Caroline s22 [redacted] @health.gov.au>
Sent: Friday, 27 March 2020 4:46 PM
To: Haslam, Travis s22 [redacted] @health.gov.au>
Cc: s22 [redacted] @health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]

Is the timing too late?

Also – do I have Detmold contract to sign?

Acting Secretary
Australian Government Department of Health
T: 02.6289 s22 [redacted] | Location: s22 [redacted] Scarborough House
PO Box 9848, Canberra ACT 2601, Australia

EA: s22 [redacted] 02 6289 s22 [redacted]

From: Haslam, Travis s22 [redacted] @health.gov.au>
Sent: Friday, 27 March 2020 4:45 PM
To: EDWARDS, Caroline s22 [redacted] @health.gov.au>
Cc: s22 [redacted] @health.gov.au>
Subject: FW: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]

Pls see below – we are trying to sort based on advice earlier from Nick following s47F [redacted] view. Will try to buy now.

Travis Haslam
Assistant Secretary

Australian Government Department of Health
T: s22 [redacted] | E: s22 [redacted] @health.gov.au
Location: Sirius Building s22 [redacted]
GPO Box 9848, Canberra ACT 2601, Australia

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From: McIntyre, Duncan s22 [redacted] @industry.gov.au>
 Sent: Friday, 27 March 2020 4:38 PM
 To: Mulder, Joanne s22 [redacted] @industry.gov.au>; Haslam, Travis s22 [redacted] @health.gov.au>; s22 [redacted] @health.gov.au>
 Cc: s22 [redacted] @industry.gov.au>; Coatsworth, Nick s22 [redacted] @health.gov.au>
 Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

Hi Travis – attached are all the details. Bottom line:

1. Shangrila 510S (Bedside Unit) - 300 Units in end of May (Price: s47 [redacted])
2. VG70 (ICU Unit) - 300 Units in mid-June (Price: s47 [redacted])

Let me know if you need more.

Thanks

Duncan

UNCLASSIFIED

From: Mulder, Joanne
 Sent: Friday, 27 March 2020 4:35 PM
 To: Haslam, Travis s22 [redacted] @health.gov.au>; McIntyre, Duncan s22 [redacted] @industry.gov.au>; s22 [redacted] @health.gov.au>
 Cc: s22 [redacted] @industry.gov.au>; Coatsworth, Nick s22 [redacted] @health.gov.au>
 Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

I understand they sent a quote through. I will track it down.

UNCLASSIFIED

From: Haslam, Travis s22 [redacted] @health.gov.au
 Sent: Friday, 27 March 2020 4:24 PM
 To: Mulder, Joanne s22 [redacted] @industry.gov.au>; McIntyre, Duncan s22 [redacted] @industry.gov.au>; s22 [redacted] @health.gov.au>
 Cc: s22 [redacted] @industry.gov.au>; Coatsworth, Nick s22 [redacted] @health.gov.au>
 Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]
 Importance: High

Do we have price, specs etc anything we can use to finalise a contract? I

Travis Haslam
 Assistant Secretary

Australian Government Department of Health
 T: s22 [redacted] | E: s22 [redacted] @health.gov.au
 Location: Sirius Building s22 [redacted]
 GPO Box 9848, Canberra ACT 2601, Australia

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From: Mulder, Joanne s22 [redacted] @industry.gov.au>
 Sent: Friday, 27 March 2020 4:11 PM
 To: Haslam, Travis s22 [redacted] @health.gov.au>; McIntyre, Duncan s22 [redacted] @industry.gov.au>
 Cc: s22 [redacted] @industry.gov.au>; Coatsworth, Nick s22 [redacted] @health.gov.au>
 Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

Hi Travis

Based on the advice we have received, we would recommend the purchase of the AEOMED products. I have spoken with s47F and confirmed that both are invasive. The delivery of the bedside unit is end May and the ICU unit mid to late June. Again there is a timing issue here, however hopefully if/when you are in contract discussions they may be able to be delivered earlier. The Shangrila is the preferred product, so be good to get that earlier.

Please let me know if you would like me to go back to AEONMED or discuss anything further. There is a deadline of 5pm today.

Thanks
Jo

UNCLASSIFIED
UNCLASSIFIED
UNCLASSIFIED

From: Haslam, Travis s22 @health.gov.au]
Sent: Friday, 27 March 2020 12:08 PM
To: Mulder, Joanne s22 @industry.gov.au>; McIntyre, Duncan s22 @industry.gov.au>
Subject: FW: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL:Sensitive]

Hi – noting all of the below, can someone please call s47F about the AEON kit. His contact came from PMO and there is a need to engage further, even if to better understand their offer and options, just in case we need to change path at any stage. I didn't say no or commit to anything to him, other than we shared the info with experts.
Thanks
Travis

Travis Haslam
Assistant Secretary

Australian Government Department of Health
T: s22 E: s22 @health.gov.au
Location: Sirius Building s22
GPO Box 9848, Canberra ACT 2601, Australia

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From: EDWARDS, Caroline s22 @health.gov.au>
Sent: Friday, 27 March 2020 12:01 PM
To: Beauchamp, Glenys s22 @industry.gov.au>; McIntyre, Duncan s22 @industry.gov.au>; Coatsworth, Nick s22 @health.gov.au>; Mulder, Joanne s22 @industry.gov.au>; Haslam, Travis s22 @health.gov.au>; Firman, Jenny s22 @health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL:Sensitive]

Yes. I see no downside to helping Res med gear up.

If (as I strongly hope) we do not run out of capacity – we can always export to countries who need them.

It is an industry which I would like to exit this pandemic stronger so that we have more capacity for the future and be better prepared if this ever happens again.

That is my view on the local PPE production too.

Any progress on lower standard mask / PPE productions? We could certainly use about a billion lower grade masks for community and industry use.

Acting Secretary
Australian Government Department of Health
T: 02.6289 s22 | Location: s22 Scarborough House
PO Box 9848, Canberra ACT 2601, Australia

EA: s22 02 6289 s22

From: Beauchamp, Glenys s22 @industry.gov.au>
Sent: Friday, 27 March 2020 11:56 AM
To: EDWARDS, Caroline s22 @health.gov.au>; McIntyre, Duncan s22 @industry.gov.au>; Coatsworth, Nick s22 @health.gov.au>; Mulder, Joanne s22 @industry.gov.au>; Haslam, Travis s22 @health.gov.au>; Firman, Jenny s22 @health.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [DLM=For-Official-Use-Only]

Thanks - And to see what it would take to get more from Resmed?, gb

Glenys Beauchamp
Health Industry Coordination Group
s22

For Official Use Only

From: EDWARDS, Caroline s22 @health.gov.au
Sent: Friday, 27 March 2020 11:43 AM
To: McIntyre, Duncan s22 @industry.gov.au>; Coatsworth, Nick s22 @health.gov.au>; Mulder, Joanne s22 @industry.gov.au>; Haslam, Travis s22 @health.gov.au>; Firman, Jenny s22 @health.gov.au>
Cc: Beauchamp, Glenys s22 @industry.gov.au>
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]

The key variable which I am not sure is appreciated is that Brendan, Nick and a critical mass of intensivist experts now appear to be comfortable that the Lumis machines can operate as invasive ventilators as needed.

This means that combined existing, the 5,500 total Resmed buy and the repurpose of anaesthetic machines we probably have enough to match our maximum ICU capacity. This is the crux of Nick's email below.

The contract with Resmed is executed so I would have thought the key activities here are to work with Resmed to ensure that deliver occurs as planned – incrementally with all delivered by 30 April and concluding the contract on the consumables.

Acting Secretary
Australian Government Department of Health
T: 02.6289 s22 | Location: s22 Scarborough House
PO Box 9848, Canberra ACT 2601, Australia

EA: s22 02 6289 s22

From: McIntyre, Duncan
Sent: Friday, 27 March 2020 11:34 AM

To: EDWARDS, Caroline ; Coatsworth, Nick ; Mulder, Joanne ; Haslam, Travis ; Firman, Jenny
Cc: Beauchamp, Glenys
Subject: RE: Urgent AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

Caroline, Nick

I'm keen for a read from you on the target number of high quality ICU ventilators we want.

Our tracker is attached. We are firming up numbers but we have been basing our target on s47F work. We think there's still a considerable gap, in the 1000's, based on availability by July (and May would be better). As a consequence we are pursuing all options and working to bring the delivery forward.

Can you advise what our target number would be?

Happy to discuss s22

Duncan

Duncan McIntyre

Head, Ventilator Taskforce

s22 @industry.gov.au

Head of Division, AusIndustry – Industry Capability and Research

s22 @industry.gov.au

Executive Assistant: s22

s22 @industry.gov.au

Department of Industry, Science, Energy and Resources

Level 8, Industry House

10 Binara Street, Canberra City, ACT 2601

Internet: www.business.gov.au

Supporting economic growth and job creation for all Australians

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From: EDWARDS, Caroline s22 @health.gov.au]

Sent: Friday, 27 March 2020 11:24 AM

To: Coatsworth, Nick ; Mulder, Joanne ; Haslam, Travis ; Firman, Jenny ; McIntyre, Duncan

Cc: Beauchamp, Glenys

Subject: RE: Urgent FW: AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]

I think we need to be very mindful of this advice – ie that we think the Resmed order is close to meeting our need (or at least our maximum possible ICU capacity).

While new ideas / options on ventilators should not be ignore, we need to focus on our other critical shortages – masks, gowns, goggles, gloves and swabs

My sense is that the local market, including alcohol producers are stepping up on hand sanitiser but let me know if I am wrongly optimistic about this.

Acting Secretary
 Australian Government Department of Health
 T: 02.6289 s22 | Location: s22 Scarborough House
 PO Box 9848, Canberra ACT 2601, Australia

EA: s22 02 6289 s22

From: Coatsworth, Nick s22 @health.gov.au>
Sent: Thursday, 26 March 2020 7:25 PM
To: Mulder, Joanne s22 @industry.gov.au>; Haslam, Travis s22 @health.gov.au>;
 Firman, Jenny s22 @health.gov.au>; McIntyre, Duncan s22 @industry.gov.au>
Cc: EDWARDS, Caroline s22 @health.gov.au>; Beauchamp, Glenys s22 @industry.gov.au>
Subject: RE: Urgent FW: AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]

Hi Travis.

I would say no to this.

The Chinese appear to be dumping on the market, this one doesn't have the imprimatur of F&P like the MindRay. It is untested and I have some concerns with the brochure and tech specs.

Recommend going ahead with procuring the MindRay's but limit further procurement.

As national stockpile items (if there is agreement that they should be in the stockpile and not distributed until required – which is my view) 500 astral 150's, 200 MindRays backed up by 5000 lumis 150s is sufficient for a catastrophic scenario, in addition to our current capacity.

Cheers

Nick

From: Mulder, Joanne s22 @industry.gov.au>
Sent: Thursday, 26 March 2020 7:19 PM
To: Haslam, Travis s22 @health.gov.au>; Coatsworth, Nick s22 @health.gov.au>; Firman, Jenny s22 @health.gov.au>; McIntyre, Duncan s22 @industry.gov.au>
Cc: EDWARDS, Caroline s22 @health.gov.au>; Beauchamp, Glenys s22 @industry.gov.au>
Subject: Re: Urgent FW: AEONMED - Ventilators (ICU and Bedside) [SEC=UNCLASSIFIED]

UNCLASSIFIED

Thanks Travis.

We've noted the timing and will get onto this and come back to you tomorrow.

Jo

UNCLASSIFIED

From: "Haslam, Travis" s22 @health.gov.au>
Date: Thursday, 26 March 2020 at 6:41:26 pm
To: "Coatsworth, Nick" s22 @health.gov.au>, "Firman, Jenny"

s22 @health.gov.au>, "McIntyre, Duncan" s22 @industry.gov.au>, "Mulder, Joanne" s22 @industry.gov.au>
 Cc: "EDWARDS, Caroline" s22 @health.gov.au>, "Beauchamp, Glenys" s22 @industry.gov.au>
Subject: Urgent FW: AEONMED - Ventilators (ICU and Bedside) [SEC=OFFICIAL]

Hi all – urgent referral just now, info attached. Is this what we need and can we determine appropriate costs /delivery?

I have spoken to s47F tonight and this has immediately followed. Advice please.

Note timing – tomorrow.

Travis Haslam
 Assistant Secretary

Australian Government Department of Health
 T: s22 | E: s22 @health.gov.au
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

From: s47F @medicaldevicetechnologies.com.au>
Sent: Thursday, 26 March 2020 6:08 PM
To: Haslam, Travis s22 @health.gov.au>
Cc: s47F @medicaldevicetechnologies.com.au>
Subject: AEONMED - Ventilators (ICU and Bedside) [SEC=No Protective Marking]

Dear Travis,

I would refer to your discussion s47F

We have been a long-term dealer for AEONMED who is based in China. They manufacture a range of medical equipment items and have a very strong network in China. AEONMED supplied over 4000 units to Wuhan and surrounding hospitals during the latest Covid19 crisis.

They have offered us 600 ventilators units as a favour due to our long-term relationship with AEONMED and wanting to support Australia.

The units which are available are:

1. Shangrila 510S (Bedside Unit) - 300 Units in end of May (Price: s47)
2. VG70 (ICU Unit) - 300 Units in mid-June (Price: s47)

Note: Our price includes transport if assistance provide we would reduce costs

I have attached the AEONMED CE Certificate of manufacturer and Brochure for each of the items.

We have also spoken with TGA about approval of these units, they are confident with a CE manufacturer they could fast track the approval with supporting evidence.

We are on very tight timeframes to secure these units as other countries have placed very large orders and placing pressure on AEONMED for supply. They are also flying in jets to pick up orders.

AEONMED has clearly indicated that they have order greater than supply and need to know whether we wish to secure these units by midday tomorrow. I understand this is a short deadline, but the world demand is extreme and we are competing against countries and large private groups.

MDT understands the seriousness of this pandemic given feedback from AOENMED and we are trying to everything possible to support Heath services in Australia.

Please note we have access to 100,000 95 masks that could be obtained as well timings also short similar to above if interested. Delivery would be 14 working days.

If you need further information please advise, we will be working late as well and feel free to call anytime after hours.

Regards

s47F

Medical Device Technologies (MDT)

m: s47F
 a: PO Box 62 Ashgrove 4060
 w: www.medicaldevicetechnologies.com.au e: s47F [@medicaldevicetechnologies.com.au](mailto:s47F@medicaldevicetechnologies.com.au)

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s22

From: s22
Sent: Monday, 30 March 2020 2:40 PM
To: s22
Subject: FW: MDT | Updated Contract | Ventilators | Prepayment [ME-ME.FID5509111] [SEC=OFFICIAL]

Hi s22 – if you're discussing ventilators (Medtronic) with Travis, do you want to include Medical Device Technologies in the discussion as well (below)? Our question with this one is whether we wanted to wait until June for the supply – now that Medtronics has come back and said theirs will be end August, this may bump this one up the line in terms of need. Also noting the comments raised by ME below.

I've been trying to get hold of s22 to touch base about this (as he asks below to discuss) but haven't been able to get through.

Cheers
s22

s22

Office of Health Protection | Chief Medical Officer Group
Regulatory Policy Branch
Australian Government Department of Health
T: 02 6289 s22 | E: s22 @health.gov.au
GPO Box 9848, Canberra ACT 2601, Australia

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From: s22 @health.gov.au>
Sent: Sunday, 29 March 2020 4:56 PM
To: s22 @health.gov.au>
Cc: s47E(d) @health.gov.au>; s22 @health.gov.au>; s22 @health.gov.au>
Subject: RE: MDT | Updated Contract | Ventilators | Prepayment [ME-ME.FID5509111] [SEC=OFFICIAL]

Hi s22

I have been endeavouring to speak to you, but understand you are busy. When you have a moment, can you ring me to discuss.

Regards,

s22
Principal Lawyer – Commercial Law Section

Legal and Assurance Division | Corporate Operations Group
Corporate, Commercial and Litigation Branch
Australian Government Department of Health
T: 02 6289 s22 | E: s22 @health.gov.au
Location: Sirius Building s22
GPO Box 9848, Canberra ACT 2601, Australia

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From: s47F [redacted] <s47F@health.gov.au>
 Sent: Sunday, 29 March 2020 3:49 PM
 To: s22 [redacted] <s22@health.gov.au>
 Cc: s47E(d) [redacted] <[s47E\(d\)@health.gov.au](mailto:s47E(d)@health.gov.au)>; s47F [redacted] <s47F@minterellison.com>; s47F [redacted] <s47F@minterellison.com>; s22 [redacted] <s22@health.gov.au>; s22 [redacted] <s22@health.gov.au>; s22 [redacted] <s22@health.gov.au>
 Subject: MDT | Updated Contract | Ventilators | Prepayment [ME-ME.FID5509111] [SEC=No Protective Marking]

Hi s22 [redacted]

s42 [redacted]

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 BY THE DEPARTMENT OF HEALTH AND AGED CARE

Kind regards
 s47F [redacted]

s47F [redacted]
 s47F [redacted]
 T s47F [redacted] M s47F [redacted]
 s47F [redacted] <s47F@minterellison.com>
 MinterEllison MinterEllison Building 25 National Circuit Forrest ACT 2603
minterellison.com Follow us on [LinkedIn](#) and [Twitter](#)



Your health and safety and the health and safety of our people, clients and other visitors to our offices is important to us. As part of our response to COVID-19, we ask that you please read and act on the information at this [link](#) before attending any events or meetings at our offices or that we host elsewhere.

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Sensitive: Legal

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s22

From: Mulder, Joanne s22 @industry.gov.au>
Sent: Monday, 30 March 2020 2:08 PM
To: Haslam, Travis; s22
Cc: s22 ; McIntyre, Duncan
Subject: Medical Devices Technologies - AEONMED [SEC=UNCLASSIFIED]

Hi Travis and s22

We are being followed up by s47F from Medical Devices Technologies about whether or not we still want the contract noting the delivery is end June.

We believe this is ultimately a decision for Health, however we would recommend to procure these.

Happy to discuss.

Jo

Joanne Mulder
General Manager – Ventilator Taskforce
AusIndustry – Industry Capability & Research
Department of Industry, Science, Resources and Energy

Phone s22
Mb: s22
Internet: www.business.gov.au



UNCLASSIFIED

s22

From: Mulder, Joanne s22 @industry.gov.au>
Sent: Monday, 30 March 2020 8:12 PM
To: s22
Cc: s22
Subject: Medical Devices Technology [SEC=UNCLASSIFIED]

UNCLASSIFIED

H s22

I've spoken to Duncan about the developments of the day and in so mentioned the Medical Devices Technologies contract and that you wanted to see how things went with ANSPEC tomorrow.

Duncan has concerns and would advise to proceed with the Medical Device Technologies Devices contract (I would agree for what it is worth).

We don't have any assurance that the product through ANSPEC will arrive at this point, nor the quality until we see it and test it. This is really putting all our eggs in one basket. We'd prefer to have a contingency plan at this point, until we have assurance around the GE ventilator.

Happy to chat with you tomorrow. As you know for this contract, payment needs to occur tomorrow.

Thanks
Jo

UNCLASSIFIED

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s22

From: EDWARDS, Caroline
Sent: Sunday, 29 March 2020 2:47 PM
To: Norris, Sarah; Street, Celia
Cc: s22; s22 @health.gov.au
Subject: RE: REUQUEST For DIRECTION - FW: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

I think it is too late but get Nick C to advise if worthwhile. Happy to purchase if useful or even might be useful but dates seem to far away

Sent with BlackBerry Work
 (www.blackberry.com)

From: Norris, Sarah s22 @health.gov.au>
Date: Sunday, 29 Mar 2020, 1:23 pm
To: EDWARDS, Caroline s22 @health.gov.au>, Street, Celia s22 @health.gov.au>
Cc: s22 @health.gov.au>
Subject: FW: REUQUEST For DIRECTION - FW: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Hi – appreciate your advice regarding the email below. If you want us to proceed we will arrange the appropriate paperwork/approvals.

Kind regards

Sarah

From: s22 @health.gov.au>
Sent: Sunday, 29 March 2020 1:04 PM
To: Norris, Sarah s22 @health.gov.au>
Subject: REUQUEST For DIRECTION - FW: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Hey Sarah,

As Travis is off today, I am seeking guidance on progressing this one. I understand there was some view that June would be too late... is this still the case or should we pursue? i.e. do you want to proceed with a contract with MDT to deliver 300 AEONMED Shangrila 510S Integrated Respiratory Work Station until late June.

Current contract listed below:

s22

I've asked PAS and Minter Ellison to look at updated commitment approval and contract to reflect these proposed changes.

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au

Location: Scarborough House s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: s22

Sent: Saturday, 28 March 2020 6:04 PM

To: Haslam, Travis s22 @health.gov.au>

Cc: s47E(d) @health.gov.au>

Subject: RE: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Received a call from Medtronics and updated below.

From: s22

Sent: Saturday, 28 March 2020 6:00 PM

To: Haslam, Travis s22 @health.gov.au>

Cc: s47E(d) @health.gov.au>

Subject: FW: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Hi Travis,

As discussed, seeking your direction on whether to continue to pursue the 300 ventilators from Medical Device Technologies.

Medical Devices Technologies indicates that they won't have the 300 AEONMED Shangrila 510S Integrated Respiratory Work Station until late June (as opposed to the original end of May request). It is a minimal delay but I note previous concerns about aligning availability with need.

If we wish to proceed, we can progress a redraft to the contract and seek new commitment approval for contract to reflect higher costs for longer warranty (adding s47) as well as adjust for 60% upfront (\$7.56M). Staying with a shorter one year warranty would still require (\$5.4m) by Tuesday although I understand from MSAU contact that these units 'usually last 10 years so the longer warranty would be preferable'.

What we have already in play:

s22

We have an amended CA and contract that can go to PAS and ME now if we wish to continue with the MDT contract. Btw I don't have visibility of the Mindray process is.

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group
 Australian Government Department of Health
 T: 02 6289 s22 | E: s22 @health.gov.au

Location: Scarborough House s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: Mulder, Joanne s22 @industry.gov.au>

Sent: Saturday, 28 March 2020 1:40 PM

To: Haslam, Travis s22 @health.gov.au>

Cc: s22 @health.gov.au>; s22 @industry.gov.au>

Subject: FW: AEONMED Shangrila 510S Ventilator [SEC=UNCLASSIFIED]

Hi Travis

Below is confirmation that the delivery of the AEONMED product would be end June, however they have also raised some contract issues below, which they say the Commonwealth would need to agree to.

I will discuss the end June date with Duncan and others and come back to you with our view on whether or not to proceed based on timing. We will leave the terms of the contract with you – trust that is the process?

Regards

Jo

From: s47F [redacted]@medicaldevicetechnologies.com.au]

Sent: Saturday, 28 March 2020 1:33 PM

To: Mulder, Joanne s22 [redacted]@industry.gov.au>

Cc: s22 [redacted]@health.gov.au; s47F [redacted]@medicaldevicetechnologies.com.au>

Subject: AEONMED Shangrila 510S Ventilator

Hi Joanne,

Thank you for taking my call last night, regarding the supply of 300 AEONMED Shangrila 501S Ventilators. I do apologies for calling late but I wanted to provide you with feedback ASAP.

As discussed, we missed the production schedule cut off with AEONMED and supply can not be guaranteed by the end of May, as other customers have forward both orders and deposits and been given this production slot. Once again, the demand for AEONMED Ventilators is extreme globally.

They, however, have agreed to supply 300 AEONMED Shangrila 501S Ventilators by late June. This, however, depends upon Medical Device Technologies (MDT) depositing funds to AEONMED by Wednesday 1 April 2020. To enable this to occur MDT would need 60% of the total invoice amount deposited and available Tuesday next week.

Our original price was provided as per the following:

1. Unit Price s47 [redacted]
2. Included warranty for one year period (6 monthly and Yearly Check)

Upon reading the contract supplied by s22 [redacted] we notice you required a 60 months warranty parts and labour including specific period checks.

The unit price to provide the additional Warranty as per contract would be \$42,000 per unit.

Could you please advise whether you wish to proceed and can the contract be modified for acceptance of either Option 1 - 1 Year Warranty or Option 2- 5 Year Warranty price as above. We have attached two invoices for each Option for speed if accepted.

We can stress enough that without payment as per our payment terms AEONMED will not hold this production slot and will allocate to countries companies that have placed order and deposits.

Upon receipt of the contract, we will sign and return ASAP. We accept all other conditions of the contract.

Once again, urgency is of the essence.

Regards,

s47F [redacted]

Medical Device Technologies (MDT)

m: s47F [redacted]

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au e: s47F [redacted]@medicaldevicetechnologies.com.au

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s22

From: Haslam, Travis
Sent: Tuesday, 31 March 2020 12:37 PM
To: Mulder, Joanne; s22
Cc: McIntyre, Duncan
Subject: RE: Urgent MDT - AEONMED order [SEC=OFFICIAL]

Sec has approved commitment and s22 is providing contract for signature.

Travis Haslam
 Assistant Secretary / National Incident Room

Australian Government Department of Health
 T: 02 6289 s22 | E s22 @health.gov.au
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: Mulder, Joanne s22 @industry.gov.au>
Sent: Tuesday, 31 March 2020 12:34 PM
To: s22 @health.gov.au>; Haslam, Travis s22 @health.gov.au>
Cc: McIntyre, Duncan s22 @industry.gov.au>
Subject: Urgent MDT - AEONMED order [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi s22

I know things are busy, but we will lose this order if we don't do it today.

Can you please let me know where this is up to?

Thanks
 Jo

UNCLASSIFIED

From: s47F @medicaldevicetechnologies.com.au>
Date: Tuesday, 31 March 2020 at 12:29:24 pm
To: "Mulder, Joanne" s22 @industry.gov.au>
Cc: s47F @medicaldevicetechnologies.com.au>
Subject: AEONMED Shangrila 501S - 300 Units

Hi Joanne,

We had a call from some from your finance group, but everything has gone quiet.

Is there any update, once again time is of the essence.

Regards,

s47F

Medical Device Technologies (MDT)

m: s47F

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au **e:** s47F@medicaldevicetechnologies.com.au

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s22

From: s22
Sent: Monday, 30 March 2020 10:51 PM
To: HASLAM, Travis
Subject: RE: ventilators and decisions [SEC=OFFICIAL]

Prepayment

\$7,560,000 to MDT by 31 March 2020

Don't disagree re the guarantee. Will seek to have appropriate clauses included.

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group
Australian Government Department of Health
T: 02 6289 s22 | E: s22 @health.gov.au
Location: Scarborough House s22
GPO Box 9848, Canberra ACT 2601, Australia

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From: Haslam, Travis s22 @health.gov.au>
Sent: Monday, 30 March 2020 10:16 PM
To: s22 @health.gov.au>
Subject: RE: ventilators and decisions [SEC=OFFICIAL]

Well done- all over it!

I think we should consider bank guarantee or alternative?

What's total value of the mdt deal; ie total risk of 60% \$ wise?

Can chat tomorrow, no need to respond to me tonight.

Thanks

T

Sent with BlackBerry Work
(www.blackberry.com)

From: s22 @health.gov.au>
Date: Monday, 30 Mar 2020, 10:12 pm
To: Haslam, Travis s22 @health.gov.au>
Subject: RE: ventilators and decisions [SEC=OFFICIAL]

Spoke to s47F earlier and he flagged that he hopes to include consumables as per your email.

I've got s22 and ME awaiting a response. PAS has cleared a CA (although I'll need to add the value of the consumables).

Im also trying to get MDT done too. CA cleared and contract back with ME to finalise (neither are fans of the 60% upfront with MDT).

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group
Australian Government Department of Health
T: 02 6289 s22 | E: s22 @health.gov.au
Location: Scarborough House s22
GPO Box 9848, Canberra ACT 2601, Australia

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From: Haslam, Travis s22 @health.gov.au>
Sent: Monday, 30 March 2020 10:05 PM
To: s22 @health.gov.au>
Subject: FW: ventilators and decisions [SEC=OFFICIAL]

FYI , Caroline green lighted the 1500.

Let's see how we go!!
Well done.
T

Sent with BlackBerry Work
(www.blackberry.com)

From: EDWARDS, Caroline s22 @health.gov.au>
Date: Monday, 30 Mar 2020, 8:42 pm
To: Haslam, Travis s22 @health.gov.au>
Subject: RE: ventilators and decisions [SEC=OFFICIAL]

So good

Sent with BlackBerry Work
(www.blackberry.com)

From: Haslam, Travis s22 @health.gov.au>

Date: Monday, 30 Mar 2020, 8:38 pm
To: EDWARDS, Caroline s22 <[redacted]@health.gov.au>
Subject: RE: ventilators and decisions [SEC=OFFICIAL]

Thanks.

Confirmed advice to s47F directly and asked to provide consumables and payment details to GE.

Travis Haslam
 Assistant Secretary / National Incident Room

Australian Government Department of Health
 T: 02 6289 s22 | E: s22 <[redacted]@health.gov.au>
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: EDWARDS, Caroline s22 <[redacted]@health.gov.au>
Sent: Monday, 30 March 2020 8:30 PM
To: Haslam, Travis s22 <[redacted]@health.gov.au>
Subject: RE: ventilators and decisions [SEC=OFFICIAL]

1500 approved to order

Sent with BlackBerry Work
 (www.blackberry.com)

From: Haslam, Travis s22 <[redacted]@health.gov.au>
Date: Monday, 30 Mar 2020, 8:22 pm
To: EDWARDS, Caroline s22 <[redacted]@health.gov.au>
Subject: RE: ventilators and decisions [SEC=OFFICIAL]

In discussions tonight with s22 he believes he can get 1500 more, not just 1000. We are awaiting advice still; including payment details.

Travis Haslam
 Assistant Secretary / National Incident Room

Australian Government Department of Health
 T: 02 6289 s22 | E: s22 <[redacted]@health.gov.au>
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: EDWARDS, Caroline s22 <[redacted]@health.gov.au>
Sent: Monday, 30 March 2020 6:23 PM
To: Haslam, Travis s22 <[redacted]@health.gov.au>; Beauchamp, Glenys s22 <[redacted]@industry.gov.au>;
 s22 <[redacted]@industry.gov.au>; Coatsworth, Nick s22 <[redacted]@health.gov.au>;
 McIntyre, Duncan s22 <[redacted]@industry.gov.au>; Mulder, Joanne s22 <[redacted]@industry.gov.au>;
 s22 <[redacted]@health.gov.au>; Street, Celia s22 <[redacted]@health.gov.au>
Cc: MURPHY, Brendan s22 <[redacted]@health.gov.au>
Subject: RE: ventilators and decisions [SEC=OFFICIAL]

Travis

Please action as follows:

- Progress the additional 1000 Anspec order immediately on same terms –I think the warranty means we are low risk on quality
- Proceed with the MDT contract on the condition that delivery date in June and no later (preferably earlier in June). Can we also see if anything we could do could speed up delivery
- Discontinue the Meditronics contract as discussed – timing too slow

C

Acting Secretary
Australian Government Department of Health
T: 02.6289 s22 | Location: s22 Scarborough House
PO Box 9848, Canberra ACT 2601, Australia

EA: s22 02 6289 s22

From: Haslam, Travis s22 @health.gov.au>
Sent: Monday, 30 March 2020 6:10 PM
To: EDWARDS, Caroline s22 @health.gov.au>; Beauchamp, Glenys s22 @industry.gov.au>; s22 @industry.gov.au>; Coatsworth, Nick s22 @health.gov.au>; McIntyre, Duncan s22 @industry.gov.au>; Mulder, Joanne s22 @industry.gov.au>; s22 @health.gov.au>; Street, Celia s22 @health.gov.au>

Subject: ventilators and decisions [SEC=OFFICIAL]

Importance: High

Ventilator status update – key issues in red items:

s22

Medical Device Technology

Initial 300 ventilators Health tried to secure were not contracted; despite Health commitment, MDT advised they were sold already.

MDT has been offered a contract to supply 300 AEONMED Shangrila 510S Integrated Respiratory Work Station. On receipt of the contract MDT have advised:

They were not able to deliver until June. Their quote did not provide for 5 years warranty and to do so would add an addition ~\$47 to the contract.

Terms must include a **60% upfront, due tomorrow**, to secure the stock.

ACTION: Advice on priority to purchase requires, noting JUNE delivery – likely too late based on advice to date?

s22

s22

Travis Haslam

Assistant Secretary – Home Care Branch

In Home Aged Care Division | Ageing and Aged Care Group
Home Care Branch

Australian Government Department of Health

T: 02 6289 s22 | E: s22 @health.gov.au

Location: Sirius Building s22

GPO Box 9848, Canberra ACT 2601, Australia

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s22

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From: [EDWARDS, Caroline](#)
To: [Norris, Sarah](#); [Street, Celia](#)
Cc: [s22](#); [Coatsworth, Nick](#)
Subject: RE: REUQEST For DIRECTION - FW: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]
Date: Monday, 30 March 2020 10:43:28 AM
Attachments: [image001.png](#)
[image002.jpg](#)

Did we get a decision on this? I thought delivery date too late but sought Nick's advice?

Acting Secretary
 Australian Government Department of Health
 T: 02 6289 [s22](#) | Location: [s22](#) Scarborough House
 PO Box 9848, Canberra ACT 2601, Australia
 EA: [s22](#) 02 6289 [s22](#)

From: Norris, Sarah [s22](#) @health.gov.au>
Sent: Sunday, 29 March 2020 1:24 PM
To: EDWARDS, Caroline [s22](#) @health.gov.au>; Street, Celia [s22](#) @health.gov.au>
Cc: [s22](#) @health.gov.au>
Subject: FW: REUQEST For DIRECTION - FW: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]
 Hi – appreciate your advice regarding the email below. If you want us to proceed we will arrange the appropriate paperwork/approvals.
 Kind regards
 Sarah

From: [s22](#) @health.gov.au>
Sent: Sunday, 29 March 2020 1:04 PM
To: Norris, Sarah [s22](#) @health.gov.au>
Subject: REUQEST For DIRECTION - FW: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Hey Sarah,

As Travis is off today, I am seeking guidance on progressing this one. I understand there was some view that June would be too late... is this still the case or should we pursue? i.e. do you want to proceed with a contract with MDT to deliver 300 AEONMED Shangrila 510S Integrated Respiratory Work Station until late June.

Current contract listed below:

[s22](#)

I've asked PAS and Minter Ellison to look at updated commitment approval and contract to reflect these proposed changes.

Regards

[s22](#)

Director

Office of Health Protection Division | Chief Medical Officer Group
 Australian Government Department of Health
 T: 02 6289 [s22](#) | E [s22](#) @health.gov.au
 Location: Scarborough House [s22](#)

GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s22

Sent: Saturday, 28 March 2020 6:04 PM

To: Haslam, Travis s22 <s22@health.gov.au>

Cc: s47E(d) <s47E(d)@health.gov.au>

Subject: RE: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Received a call from Medtronics and updated below.

From: s22

Sent: Saturday, 28 March 2020 6:00 PM

To: Haslam, Travis s22 <s22@health.gov.au>

Cc: s47E(d) <s47E(d)@health.gov.au>

Subject: FW: AEONMED Shangrila 510S Ventilator [SEC=OFFICIAL]

Hi Travis,

As discussed, seeking your direction on whether to continue to pursue the 300 ventilators from Medical Device Technologies.

Medical Devices Technologies indicates that they won't have the 300 AEONMED Shangrila 510S Integrated Respiratory Work Station until late June (as opposed to the original end of May request). It is a minimal delay but I note previous concerns about aligning availability with need.

If we wish to proceed, we can progress a redraft to the contract and seek new commitment approval for contract to reflect higher costs for longer warranty (adding s47) as well as adjust for 60% upfront (\$7.56M). Staying with a shorter one year warranty would still require (\$5.4m) by Tuesday although I understand from MSAU contact that these units 'usually last 10 years so the longer warranty would be preferable'.

What we have already in play:

s22

We have an amended CA and contract that can go to PAS and ME now if we wish to continue with the MDT contract.

Btw I don't have visibility of the Mindray process is.

Regards

s22

Director

Office of Health Protection Division | Chief Medical Officer Group

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From: Mulder, Joannes s22 <s22@industry.gov.au>

Sent: Saturday, 28 March 2020 1:40 PM

To: Haslam, Travis s22 <s22@health.gov.au>

Cc: s22 <s22@health.gov.au>; s22 <s22@industry.gov.au>

Subject: FW: AEONMED Shangrila 510S Ventilator [SEC=UNCLASSIFIED]

Hi Travis

Below is confirmation that the delivery of the AEONMED product would be end June, however they have also raised some contract issues below, which they say the Commonwealth would need to agree to. I will discuss the end June date with Duncan and others and come back to you with our view on whether or not to proceed based on timing. We will leave the terms of the contract with you – trust that is the process?

Regards

Jo

From: s47F [redacted] <[redacted]@medicaldevicetechnologies.com.au>

Sent: Saturday, 28 March 2020 1:33 PM

To: Mulder, Joanne s22 [redacted] <[redacted]@industry.gov.au>

Cc: s22 [redacted] <[redacted]@health.gov.au>; s47F [redacted] <[redacted]@medicaldevicetechnologies.com.au>

Subject: AEONMED Shangrila 510S Ventilator

Hi Joanne,

Thank you for taking my call last night, regarding the supply of 300 AEONMED Shangrila 501S Ventilators. I do apologies for calling late but I wanted to provide you with feedback ASAP. As discussed, we missed the production schedule cut off with AEONMED and supply can not be guaranteed by the end of May, as other customers have forward both orders and deposits and been given this production slot. Once again, the demand for AEONMED Ventilators is extreme globally. They, however, have agreed to supply 300 AEONMED Shangrila 501S Ventilators by late June. This, however, depends upon Medical Device Technologies (MDT) depositing funds to AEONMED by Wednesday 1 April 2020. To enable this to occur MDT would need 60% of the total invoice amount deposited and available Tuesday next week.

Our original price was provided as per the following:

1. Unit Price s47 [redacted]
2. Included warranty for one year period (6 monthly and Yearly Check)

Upon reading the contract supplied by s22 [redacted] we notice you required a 60 months warranty parts and labour including specific period checks.

The unit price to provide the additional Warranty as per contract would be \$42,000 per unit.

Could you please advise whether you wish to proceed and can the contract be modified for acceptance of either Option 1 - 1 Year Warranty or Option 2- 5 Year Warranty price as above. We have attached two invoices for each Option for speed if accepted.

We can stress enough that without payment as per our payment terms AEONMED will not hold this production slot and will allocate to countries/companies that have placed order and deposits.

Upon receipt of the contract, we will sign and return ASAP. We accept all other conditions of the contract.

Once again, urgency is of the essence.

Regards,

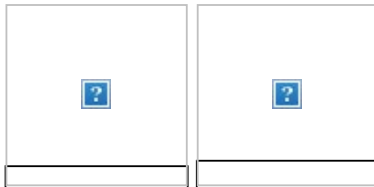
s47F [redacted]

Medical Device Technologies (MDT)

m: s47F [redacted]

a: PO Box 62 Ashgrove 4060

w: www.medicaldevicetechnologies.com.au **e:** s47F [redacted] <[redacted]@medicaldevicetechnologies.com.au>



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BY THE DEPARTMENT OF HEALTH AND AGED CARE

From: [Haslam, Travis](#)
To: [Mulder, Joanne](#); s22 [McIntyre, Duncan](#)
Cc: [Coatsworth, Nick](#); s22
Subject: RE: AEONMED [SEC=OFFICIAL]
Date: Friday, 27 March 2020 9:35:06 PM
Attachments: [image001.png](#)
[image002.png](#)

\$#@\$.

So disappointing.

Travis Haslam
 Assistant Secretary

Australian Government Department of Health
 T: s22 | E: s22 [@health.gov.au](#)
 Location: Sirius Building s22
 GPO Box 9848, Canberra ACT 2601, Australia

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From: Mulder, Joanne s22 [@industry.gov.au](#)>
Sent: Friday, 27 March 2020 9:25 PM
To: Haslam, Travis s22 [@health.gov.au](#)>; s22 [@health.gov.au](#)>; McIntyre, Duncan s22 [@industry.gov.au](#)>
Cc: Coatsworth, Nick s22 [@health.gov.au](#)>; s22 [@industry.gov.au](#)>
Subject: RE: AEONMED [SEC=UNCLASSIFIED]

Hi Travis

Unfortunately s47F has just called and their Chinese supplier has given the May batch to another country and they can now only offer the June order.

He is sending me the details in writing for our consideration in relation to whether or not we want to proceed with a June order.

This is obviously not how we wanted to end the evening, and I'm free to chat over the weekend in relation to how we proceed.

Thanks

Jo

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From: Haslam, Travis s22 [@health.gov.au](#)
Sent: Friday, 27 March 2020 8:00 PM
To: Mulder, Joanne s22 [@industry.gov.au](#)>; s22 [@health.gov.au](#)>; McIntyre, Duncan s22 [@industry.gov.au](#)>
Cc: Coatsworth, Nick s22 [@health.gov.au](#)>; s22 [@industry.gov.au](#)>
Subject: RE: AEONMED [SEC=OFFICIAL:Sensitive]

Approval signed by Sec earlier tonight and is with s47F for execution.

Thanks s22 for the urgent turnaround.

Travis Haslam
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From: Mulder, Joanne s22 @industry.gov.au>

Sent: Friday, 27 March 2020 5:41 PM

To: Haslam, Travis s22 @health.gov.au>; s22
s22 @health.gov.au>; McIntyre, Duncan s22 @industry.gov.au>

Cc: Coatsworth, Nick s22 @health.gov.au>; s22
s22 @industry.gov.au>

Subject: AEONMED [DLM=For-Official-Use-Only]

Hi Travis

I have spoken to s47F at Medical Devices Technologies and he knows that we want to place an order for 300 AEONMED Shangrila ventilators that will be delivered by end May. I have also confirmed with Tracey Duffy at TGA and also s47F, that they have not yet put in a request for TGA approval. s47F has said they will definitely do that, and also Tracey has advised, that on the information they have available to them at the moment, it looks like a good candidate for a fast track – 1-2 days.

I'm about to write to s47F and pop in writing that we intend to make this order, and that you and your team are working on it now.

If I have missed something please let me know. Or if there's anything else I can do, happy to.

Thanks for your help.

Jo

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Sent: Friday, 27 March 2020 5:26 PM

To: Mulder, Joanne s22 @industry.gov.au>; s22
s22 @health.gov.au>; McIntyre, Duncan s22 @industry.gov.au>

Cc: Coatsworth, Nick s22 @health.gov.au>; s22
s22 @industry.gov.au>

Subject: RE: Draegar - Batch 1 and 2 [SEC=OFFICIAL]

Please call him to say we are on it – my best people are pulling together a contract now!

If we get confirmation from Tracey that will be great too.

But it is for the first 300 given timing for contract today and delivery.

Travis Haslam

Assistant Secretary

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s22 @health.gov.au>; McIntyre, Duncan s22 @industry.gov.au>

Cc: Coatsworth, Nick s22 @health.gov.au>; s22
s22 @industry.gov.au>

Subject: RE: Draegar - Batch 1 and 2 [SEC=UNCLASSIFIED]

Tracey is looking into AEONMED now for us to see if they have put in an application. Tracey did say that if s47F (the person pursuing this for EAONMED) has spoken to the person he quoted, then that's a good start.

Is there anything else I can do to help? Do you want me to call s47F to let we know we are just firming up what we are going to do? Or seek further info from hi re: TGA?

Jo

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Sent: Friday, 27 March 2020 4:50 PM

To: Mulder, Joanne s22 @industry.gov.au>; s22
s22 @health.gov.au>; McIntyre, Duncan s22 @industry.gov.au>

Cc: Coatsworth, Nick s22 @health.gov.au>; s22
s22 @industry.gov.au>

Subject: RE: Draegar - Batch 1 and 2 [SEC=OFFICIAL]

Importance: High

Jo – please confirm with Tracey urgently while we try and pull a rabbit out of the hat with a contract for the boss.

Real concern is that timing is too late in May – I don't think we want the second order of 300.

Travis Haslam

Assistant Secretary

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Cc: Coatsworth, Nick s22 @health.gov.au>; s22
s22 @industry.gov.au>

Subject: RE: Draegar - Batch 1 and 2 [SEC=OFFICIAL]

Agreed.

what can we do? Please note the TGA issue for AEONMED

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Cc: Coatsworth, Nick s22 @health.gov.au>; s22
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Subject: RE: Draegar - Batch 1 and 2 [SEC=OFFICIAL]

Importance: High

Ok – first we try aomed for priority and then this one.

T

Travis Haslam

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Yes, s47F and three specialists that he spoke to.

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Subject: RE: Draegar - Batch 1 and 2 [SEC=OFFICIAL]

Thanks – is this confirmed based on health advice?

Do we have cost / specs/ etc – anything to contract on and timing in relation to when it must be done by?

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Hi Travis,

We believe we should push forward with the Draegar Batch 1 and Batch 2 orders. This would be the delivery of 100 units by mid-May and a further 140 units by mid-June.

The breakdown is:

- Atlan A350 with Vista (90 units)
- Primus IE with Vista (90 units)
- Fabius Plus XL with Vista (60 units)

Doctors view is that Atlan A350 are highly supported and would do the job very effectively. Primus and Fabius units are ventilators of limited quality but one Doctor does believe though that all of these options are better than the Lumis.

Please let me know if you need further information.

Regards

Jo

Joanne Mulder

General Manager – Ventilator Taskforce

AusIndustry – Industry Capability & Research

Department of Industry, Science, Resources and Energy

Phone +61 2 2222 2222

Mb: 08 2222 2222

Internet: www.business.gov.au

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s22

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Hi Travis,

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The breakdown is:

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Please let me know if you need further information.

Regards

Jo

Joanne Mulder
 General Manager – Ventilator Taskforce
 AusIndustry – Industry Capability & Research
 Department of Industry, Science, Resources and Energy

Phone: s22 [redacted]
 Mb: s22 [redacted]
 Internet: www.business.gov.au



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