

SCHEDULE 3 REQUIREMENTS – TENDERER'S SOLUTION TO MEET THE REQUIREMENTS

Tenderers should provide a detailed description of their solution, addressing how it meets the requirements detailed in Attachment A – Statement of Requirement. The description should include details of how the Tenderer intends to undertake the Services – including references to the technology, personnel, procedures and facilities to be utilised in the delivery of the Services.

For Tenderers offering to provide PDS (Offer A), the requirements in Part 6 of RFT Attachment A – Statement of Requirement must be addressed.

For Tenderers offering to provide the ASLR (Offer B), the requirements in Part 7 of RFT Attachment A – Statement of Requirement must be addressed.

All Tenderers must address the requirements in Part 8 of RFT Attachment A – Statement of Requirement. In addition to describing how they will meet the operational requirements detailed in Part 8, Tenderers' responses to Part 8 must include drafts of the following documents tailored to the delivery of the Services:

- (a) Business continuity and disaster recovery plan including proposed figures for each of the business continuity parameters in Items 8.1 to 8.6**
- (b) IRAP certification and a security assessment report from an IRAP registered assessor (Item 8.9)**
- (c) Documentation of governance, change management and reliability engineering (Item 8.12)**
- (d) Innovation plan (Item 8.21)**
- (e) Risk management plan (Item 8.23)**
- (f) Transition management plan (Item 8.26)**
- (g) Performance management plan including proposed service levels and how these will be maintained, monitored and controlled (Items 8.30)**

SCHEDULE 4 REQUIREMENTS – TENDERER'S CAPABILITIES, EXPERIENCE AND PAST PERFORMANCE

Tenderers should provide evidence of their capabilities and experience in delivering solutions of a relevant nature and scale that have contributed to the achievement of national strategic objectives.

Evidence should include at least two case studies that detail:

- (a) the organisation(s) for whom the services were undertaken;**
- (b) the nature of the project and its relevance to the RFT requirements;**
- (c) the period over which the work was undertaken;**
- (d) the value of the work undertaken;**
- (e) the Tenderer's performance including quantifiable evidence and specific reference to the achievement of national strategic objectives; and**
- (f) the name and contact details of a referee who can attest to the Tenderer's performance.**

This document has been released under the
Freedom of Information Act 1982 (CTH)
by the Department of Health and Aged Care.

SCHEDULE 5 REQUIREMENTS - TENDERER'S INDIGENOUS PARTICIPATION

- (a) Tenderers must submit an Indigenous Participation Plan with their Tender using the template in this Schedule 5. The Indigenous Participation Plan should address:
- how the Tenderer intends on meeting the mandatory minimum requirements for the Indigenous Procurement Policy;
 - the Tenderer's current rate of Indigenous employment and supplier use;
 - the Tenderer's commitment to Indigenous participation. Some examples of the activities an organisation can take to demonstrate its commitment to Indigenous participation are set out in paragraph 4.7.1 of the Indigenous Procurement Policy; and
 - if any part of the Contract will be delivered in a Remote Area, how the Tenderer will ensure that its provision of the Services will deliver significant Indigenous employment or supplier use outcomes in that Remote Area.
- (b) The mandatory minimum requirements can be met at:
- the contract-based level (see paragraph (c) below); or
 - the organisation-based level (see paragraph (d) below).
- (c) To meet the mandatory minimum requirements at the contract-based level, by the end of the Initial Term of the Contract:
- at least 4 per cent of the full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians, on average over the Initial Term of the Contract; or
 - at least 4 per cent of the value of the work performed under the Contract must be subcontracted to Indigenous enterprises, on average over the Initial Term of the Contract; or
 - a minimum percentage of the full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians, and a minimum percentage of the value of the work performed under the Contract must be subcontracted to Indigenous enterprises, so that both minimum percentages add up to 4 per cent, on average over the Initial Term of the Contract.
- (d) To meet the mandatory minimum requirements at the organisation-based level, by the end of the Initial Term of the Contract:
- at least 3 per cent of the full time equivalent Australian-based workforce of the contractor must be Indigenous Australians, on average over the Initial Term of the Contract; or
 - at least 3 per cent of the value of the contractor's Australian supply chain must be subcontracted to Indigenous enterprises, on average over Initial Term of the Contract; or
 - a minimum percentage of the full time equivalent Australian-based workforce must be Indigenous Australians, and a minimum percentage of the value of the contractor's supply chain must be subcontracted to Indigenous enterprises, such that both minimum percentages add up to 3 per cent on average over the Initial Term of the Contract.
- (e) The mandatory minimum requirements can be met directly or through subcontracts.
- (f) The successful Tenderer's Indigenous Participation Plan will be attached to the resultant Contract, and the successful Tenderer will be required to comply with and report against the Indigenous Participation Plan during the term of that Contract.

INDIGENOUS PARTICIPATION PLAN TEMPLATE

INDIGENOUS PARTICIPATION PLAN – [INSERT NAME OF TENDERER]

- This is an Indigenous Participation Plan submitted as part of the Tender in response to [INSERT RFT NUMBER] (RFT).
- If selected as the Contractor following evaluation of Tenders received in response to the RFT, [TENDERER] will meet the mandatory minimum requirements for the purposes of the Indigenous Procurement Policy:

at the contract-based level, in which regard at least:

 - [INSERT] percentage of [TENDERER'S] full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians over the Initial Term of the Contract; and
 - [INSERT] percentage of the value of the work performed under the Contract will be subcontracted to Indigenous enterprises over the Initial Term of the Contract; or

at the organisation-based level, in which regard at least:

 - [INSERT] percentage of [TENDERER'S] full time equivalent Australian-based workforce will be Indigenous Australians over the Initial Term of the Contract; and
 - [INSERT] percentage of the value of [TENDERER'S] Australian supply chain will be subcontracted to Indigenous enterprises over the Initial Term of the Contract.

[Note to Tenderers: Select which option(s) above apply based on the requirements set out in paragraphs (b), (c) and (d) in the instructions for this Schedule]

- To meet the mandatory minimum requirements for the purposes of the Indigenous Procurement Policy, [TENDERER] will undertake the following:

[Note to Tenderers: Tenderer to insert details of how it will meet the mandatory minimum requirements (which may include details of its current workforce / supply chain) at either / both the contract / organisation level and how it will go about meeting the requisite percentages to meet the mandatory minimum requirements. Tenderers should note that the mandatory minimum requirements are averages over the Initial Term of any resultant Contract, and will accordingly need to detail their approach to achieving the specified targets over the Initial Term.]

4. [TENDERER'S] rate of Indigenous employment and supplier use as at the Closing Time is:

5. [TENDERER] demonstrates its commitment to Indigenous participation as follows:

- [TENDERER] will meet the mandatory minimum requirements:

directly or through subcontracts

[Note to Tenderers: Tenderer to detail its approach to meeting the mandatory minimum requirements directly or through subcontracts.]

SCHEDULE 6 REQUIREMENTS - TENDERER'S ECONOMIC BENEFIT TO THE AUSTRALIAN ECONOMY

Tenderers should answer the questions below to enable the Department to consider the economic benefit of the procurement to the Australian economy.

A. TENDERER'S PROFILE

Does the Tenderer have an Australian Business Number (ABN)	Y/N
Is the Tenderer incorporated in Australia?	Y/N
If No, is the Tenderer a foreign company registered in Australia	Y/N
How many current (full time equivalent) employees of your organisation are based in Australia?	

B. TENDERER'S STRATEGIES

Describe any strategies you consider relevant to your proposed supply's economic benefit to the Australian economy

[Maximum response length: 600 words]

Examples of information potential suppliers might include, but are not limited to:

- *Lowest price, saving the taxpayer;*
- *Building, leasing or procuring infrastructure that supports Australian communities;*
- *Providing skills and training that benefits Australian communities;*
- *Employing workers in Australia;*
- *Paying taxes in Australia;*
- *The environmental benefit of the proposed solution to Australia, for example, low environmental impact through energy efficient inputs such as computers, air conditioning, telephones and paper;*
- *Contributing to positive social outcomes in Australian communities;*
- *Using of indigenous business;*
- *Using SMEs in delivering goods and services, such as a subcontractor or supplier;*
- *Sharing knowledge, skills and technology with SMEs; and*
- *Using goods and services from a business that provides services of persons with a disability*

SCHEDULE 7 REQUIREMENTS - TENDERER'S CONTRIBUTION TO ENVIRONMENTAL SUSTAINABILITY

Tenderers should answer the questions below to enable the Department to consider the environmental sustainability of the Tenderers' approach to providing the Services.

Legislative Compliance

Has the Tenderer been subject to any penalties or notices for breaching environmental legislation or regulation?
If you answered 'yes' to this question, please provide further details in the field opposite.

Is the Tenderer currently subject to any investigations or proceedings relating to a potential breach of environmental legislation or regulation?
If you answered 'yes' to this question, please provide further details in the field opposite.

Tenderers should detail how their proposed approach to providing the Requirement will improve environmental sustainability (provide details such as energy efficiency, environmental impact, and the use of recycled products).

[Note to Tenderers: Tenderers should, and the Department will, consider the Sustainable Procurement Guide (particularly in respect of opportunities for sustainability or use of recycled content) which is available from the [Department of Agriculture, Water and the Environment Sustainable Procurement Website](#)].

[Maximum response length: 600 words]

Examples of information Tenderers might provide include, but are not limited to:

- whether the Tenderer has in place, or is the process of obtaining, any formal management systems or accreditations (like ISO);
- if goods are being provided as part of the Services, whether the Tenderer holds any relevant third party ecolabels or certifications for these goods;
- whether the Tenderer has policies, procedures, targets and/or KPIs in place supporting sustainable business practices and to reduce environmental risks;
- the extent of recycled material used in goods provided as part of the Services, or their manufacture, and the lifespan of the goods;
- the whole of life costs, energy consumption and greenhouse gas emissions associated with the Tenderers' approach to providing the Services and producing any relevant goods; and
- if applicable, the Tenderers' relevant water and energy consumption and methods for reducing water consumption, improving energy efficiency and recycling in providing the Services and producing any relevant goods.

SCHEDULE 3 - TENDERER'S SOLUTION TO MEET THE REQUIREMENTS

Tenderers should provide a detailed description of their solution, addressing how it meets the requirements detailed in Attachment A – Statement of Requirement. The description should include details of how the Tenderer intends to undertake the Services – including references to the technology, personnel, procedures and facilities to be utilised in the delivery of the Services.

For Tenderers offering to provide PDS (Offer A), the requirements in Part 6 of RFT Attachment A – Statement of Requirement must be addressed.

For Tenderers offering to provide the ASLR (Offer B), the requirements in Part 7 of RFT Attachment A – Statement of Requirement must be addressed.

All Tenderers must address the requirements in Part 8 of RFT Attachment A – Statement of Requirement. In addition to describing how they will meet the operational requirements detailed in Part 8, Tenderers' responses to Part 8 must include drafts of the following documents tailored to the delivery of the Services:

- a. Business continuity and disaster recovery plan including proposed figures for each of the business continuity parameters in Items 8.1 to 8.6
- b. IRAP certification and a security assessment report from an IRAP registered assessor (Item 8.9)
- c. Documentation of governance, change management and reliability engineering (Item 8.12)
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- g. Performance management plan including proposed service levels and how these will be maintained, monitored and controlled (Items 8.30)



Australian Government

Department of Health

REQUEST FOR TENDER ELECTRONIC PRESCRIPTION SERVICES

Health/E21-576909

ISSUED BY THE AUSTRALIAN GOVERNMENT DEPARTMENT OF HEALTH

PART 6 – RESPONSE SCHEDULES

This document has been released under the
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by the Department of Health and Aged Care.

RESPONSE CHECKLIST

Schedule Number	Schedule Name	Completed
1	Tenderer's declarations	<input checked="" type="checkbox"/> Signed <input checked="" type="checkbox"/>
2	Tenderer's offer and profile	<input checked="" type="checkbox"/>
3	Tenderer's solution to meet the requirements	<input checked="" type="checkbox"/>
4	Tenderer's experience and past performance	<input checked="" type="checkbox"/>
5	Tenderer's Indigenous participation	<input checked="" type="checkbox"/>
6	Tenderer's contribution to the Australian Economy	<input checked="" type="checkbox"/>
7	Tenderer's contribution to environmental sustainability	<input checked="" type="checkbox"/>
8	Tenderer's response to Draft Contract	<input checked="" type="checkbox"/>
9	Tenderer's Valid and Satisfactory Statement of Tax Record	<input checked="" type="checkbox"/> Record embedded/ attached <input checked="" type="checkbox"/>
10	Tenderer's pricing	<input checked="" type="checkbox"/> Excel pricing schedule attached <input checked="" type="checkbox"/>

SCHEDULE 1 – TENDERER'S DECLARATIONS

THIS DEED POLL is made on the 2nd day of June 2022

By _____

Name **Fred IT Group Pty Ltd**

ACN/ABN/ARBN **68 109 546 901**

Short form name **Tenderer**

1. Declaration

The Tenderer declares that this deed is for the benefit of the Commonwealth of Australia as represented by the Department of Health (**Department**).

2. Definitions

In this deed terms have the same meaning as in Request for Tender for Electronic Prescription Services (Health/E21-576909) (**RFT**).

3. Offer and Change of Circumstance

The Tenderer offers to supply the Services described in this RFT on the conditions set out in this RFT for the price tendered. The Tenderer undertakes not to withdraw, vary or otherwise compromise this offer for a period of no less than six months from the Closing Time.

The Tenderer undertakes to promptly notify the Department of any change, after submission of its Tender, to the basis upon which it will have access to the necessary skills or resources, or corporate or financial backing, to supply the Services.

4. Tenderer's Conduct

The Tenderer confirms that this Tender:

- does not contain any false or misleading claim or statement; and
- has been compiled without the Tenderer:
 - engaged in misleading or deceptive conduct;
 - improperly obtaining Confidential Information;
 - engaging in any collusive bidding, anti-competitive or other unethical, improper or unlawful conduct;
 - violating any applicable laws or Commonwealth policies regarding the offering of inducements;
 - communicating with or soliciting information from any Department employee (or contractor) or ex-employee (or ex-contractor) other than the Contact Officer;
 - obtaining improper assistance from any Commonwealth employee or using Confidential Information improperly obtained;
 - approaching any officer or employee of the Department other than in the manner set out in the RFT;
 - engaging in, or procuring others to engage in, any activity that would result in a breach of the [Lobbying Code of Conduct 2013](#) published by the Attorney-General's Department; or
 - otherwise acting in an unethical or improper manner or contrary to any law.

The Tenderer warrants that it has not attempted and will not attempt, through its officers, employees or agents, to influence improperly any officer or employee of the Department in connection with the assessment of the Tender.

The Tenderer warrants that it has complied with all relevant laws and with Commonwealth policy, in preparing and lodging its Tender and in taking part in this RFT process.

5. Conflict of Interest

The Tenderer

- represents that, having made all reasonable enquiries, the following represents its only known actual or potential conflicts of interest in respect of this RFT, its Tender or the provision of the Services referred to in the Statement of Requirement:

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- advises that its proposed mitigation approach to manage this conflict of interest is as follows:

s47G(1)(a)



6. Further representations

The Tenderer makes the following further representations to the Department:

- it is authorised to sell and/or support all products required in the performance of the Services relating to this Tender;
- it has examined the AusTender Terms of Use which are obtainable on the [AusTender website](#);

- it has examined this RFT, all documents referred to in this RFT and all other information made available to it and all applicable legislation and policies;
- it has examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;
- it has satisfied itself as to the correctness and sufficiency of its Tender, including quoted prices which are deemed to cover the cost of all matters necessary for the due and proper performance and delivery of the Services described in the Statement of Requirement;
- it has satisfied themselves as to the terms and conditions of the Draft Contract and its ability to comply with the Draft Contract (including by obtaining independent legal advice on the effect of its terms where appropriate), subject to its response at Schedule 8 – Tenderer's response to Draft Contract;
- it has obtained independent advice on the effect of all relevant legislation in relation to the Tenderer's participation in the RFT process;
- it has made its own independent assessments of actual workload requirements under any resultant Contract and all prices will be presumed by the Department to have been based upon the Tenderer's own independent assessments;
- it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of the Department, except as expressly provided in this RFT or in notices received by it; and
- it has accepted and has fully complied with the provisions of this RFT.

7. Acknowledgements

The Tenderer acknowledges that:

- the Department may exercise any of its rights set out in this RFT, at any time;
- the statements, opinions, projections, forecasts or other information contained in this RFT may change;
- this RFT is a summary only of the Department's requirements and is not intended to be a comprehensive description of it;
- neither the lodgement of the Tender nor the acceptance of any Tender nor any agreement made subsequent to this RFT will imply any representation from or on behalf of the Department that there has been no material change since the date of this RFT or since the date as at which any information contained in this RFT is stated to be applicable;
- to the extent permitted by law, neither the Department nor its officers, employees or advisers will be liable to any Tenderer on the basis of any promissory estoppel, quantum meruit or on any other contractual or restitutionary ground or any rights with a similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Tenderer's participation in the RFT process, including instances where:
 - a Tenderer is not engaged to undertake the provision of the Services;
 - the Department decides not to enter into any resulting Contract with any Tenderer or at all;
 - the Department exercises or fails to exercise any of its other rights under or in relation to this RFT (whether or not the Department has informed a Tenderer of its exercise of the rights);
- a Tender or any other material or communication relevant to this RFT is not received in time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised; or
- the Department makes information available or provides information to a Tenderer relating to projected future, current or historical requirements

- to the extent permitted by law, the Department will not be liable or in any way responsible for any failure to inform a potential Tenderer of a change relating to this RFT or any other matter arising by the Department exercising any of its rights; and
- the Department will have received this Tender in reliance on this deed and that the Department may suffer loss if any of the representations, undertakings, consents or other statements in this Declaration or the Tenderer's Tender are misleading or deceptive.

8. Corporate capacity

The Tenderer confirms that:

- it has the capacity to respond to this RFT;
- there are no restrictions under any relevant law to prevent it from so responding;
- it is financially viable; and
- the Tenderer:
 - being a corporation – is not under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) and has not had an order made against it for the purpose of placing it under external administration; or
 - being an individual – is not bankrupt and has not entered into a scheme of arrangement with creditors.

9. Security, probity and financial checks

The Tenderer:

- consents to the Department performing (and will procure all necessary consents to enable the Department to perform) such security, probity and financial investigations and procedures as the Department may determine are necessary in relation to the Tenderer, any consortium member, their employees, officers, partners, associates, Subcontractors or related entities; and
- agrees to provide at its cost, all reasonable assistance to the Department and its nominees in this regard.

10. Workplace Gender Equality Act 2012 (Cth)

Under Australian Government procurement the Tenderer is obliged to indicate whether or not it is covered by the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act). The Tenderer is covered by the WGE Act if it is a 'relevant employer', defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For more information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

- ☒ (a) Yes, the Tenderer is a relevant employer. The Tenderer has attached a current letter of compliance as part of this Tender which indicates my compliance with the *Workplace Gender Equality Act 2012* (Cth). **Refer to Appendix 1 for WEGA Letter**
- ☐ (b) Yes, the Tenderer is a relevant employer. The Tenderer will be providing a current letter of compliance prior to entering into any resultant Contract.
- ☐ (c) No, the Tenderer is not a relevant employer.

11. **Terrorism**

The Tenderer declares neither it, nor any of its personnel or any Subcontractor proposed in its Tender, are listed as terrorists under section 15 of the *Charter of the United Nations Act 1945* (Cth).

Note: The list is available from the [Attorney-General's Department website](#).

12. **Trade sanctions**

The Tenderer declares neither it, nor any Subcontractor proposed in its Tender, are named in the consolidated list referred to in Regulation 40 the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth).

Note: The list is available from the [Department of Foreign Affairs website](#).

13. **Employee entitlements**

The Tenderer represents that, having made all reasonable enquiries, there are currently no unsettled judicial decisions against the Tenderer (excluding decisions under appeal) relating to employee entitlements for which the Tenderer has not satisfied any resulting order.

14. **Illegal Workers**

The Tenderer declares that it does not engage Illegal Workers.

Note: see definition of "Illegal Workers" in the Glossary in Part 5 of this RFT.

15. **Survival**

This deed survives the termination or expiry of the RFT process.

16. **Indigenous Procurement Policy**

The Tenderer declares the following:

The Tenderer has or has had NIL contracts with the Commonwealth that included the Indigenous Procurement Policy mandatory minimum requirements.

For the contracts referred to in paragraph above (if any), the tenderer has:

- not applicable as Nil contracts undertaken.

17. **Black Economy Procurement Connected Policy**

The Tenderer represents that:

- it holds a Valid and Satisfactory Statement of Tax Record from each Subcontractor that it proposes, as part of its Tender, to engage to deliver the Services, where the estimated value of the Services to be undertaken by that Subcontractor is over \$4 million (GST inclusive); and
- if it is the successful Tenderer, it will ensure that any Subcontractor not included in its Tender that it subsequently engages to deliver the Services, where the estimated value of the Services to be undertaken by that Subcontractor is over \$4 million (GST inclusive), will provide it with a Satisfactory Statement of Tax Record that is Valid at the time of entry into the subcontract.

Executed as a deed poll

Execution by a company incorporated in Australia

The following execution block should be used by a Tenderer that is a company incorporated in Australia.

Executed by Fred IT Group Pty Ltd in
accordance with Section 127 of the
Corporations Act 2001

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Signature of director

PAUL NASHMITH

Name of director (print)

s47F

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

Anthony Johnston.

Name of ~~director~~/company secretary (print)

Execution by an attorney

Where the Deed of Undertaking is executed by an attorney under a power of attorney on behalf of a company incorporated in Australia, the Tenderer should submit with its executed Deed of Undertaking a copy of the relevant power of attorney. Powers of attorney must be in the form of a deed executed in accordance with section 127 of the *Corporations Act 2001* (Cth).

Signed sealed and delivered by [company name] by its attorney under power of attorney [dated [date of power of attorney] registered number [registered number] book number [book number], who warrants that, as at the date of this deed, they have had no notice of revocation of the power of attorney

Signature of attorney

Name of attorney (print)

Signature of witness

Name of witness (print)

SCHEDULE 2 – TENDERER'S OFFER AND PROFILE**2.1 Tenderer's offer**

Offer Reference	Services	Offered in this Tender
OFFER A1	Prescription Delivery Services (multi-supplier)	<input checked="" type="checkbox"/>
OFFER A2	Prescription Delivery Services (sole supplier)	<input checked="" type="checkbox"/>
OFFER B	Active Script List Register (sole supplier)	<input checked="" type="checkbox"/>

2.2 Tenderer's contact officer

Tenderer's contact officer	
Name	David Freemantle
Position	General Manager Product
Telephone number	03 9418 1800
Mobile phone number	s47F
Email address	david.freemantle@fred.com.au
Postal address	20 Trenerry Crescent, Abbotsford Victoria 3067

2.3 Tenderer's details

Tenderer's details	
Business or trading name	Fred IT Group
Full legal name	Fred IT Group Pty Ltd
Entity type (eg. company, sole trader, incorporated association, statutory authority, partnership, trustee on behalf of a trust, or other (as specified))	Company
ABN/ACN (if applicable)	68 109 546 901
Is the Tenderer registered for GST?	Yes
Details of principal place of business / head office (including street address and telephone)	20 Trenerry Crescent, Abbotsford Victoria 3067
Date and place of incorporation or registration of business (if applicable)	16/06/2004

2.4 Subcontractor details

Subcontractor 1	
Business or trading name	Not Applicable
Full legal name	
Entity type	
ABN/ACN (if applicable)	
Details of principal place of business / head office	
Details of the part(s) of the Services which will be delivered by the Subcontractor	

Subcontractor 2	
Business or trading name	Not Applicable
Full legal name	
Entity type	
ABN/ACN (if applicable)	
Details of principal place of business / head office	
Details of the part(s) of the Services which will be delivered by the Subcontractor	

2.5 Tenderer's insurance

Refer to Appendix 2 for Certificates of Currency

General liability insurance		
Name of insurer	s47G	
Policy number		
Expiry date		
Amount of current cover		
Professional indemnity insurance		
Name of insurer	s47G	
Policy number		
Expiry date		
Amount of current cover		
Workers' compensation insurance NSW		
Name of insurer	s47G	
Policy number		
Expiry date		
Workers' compensation insurance VICTORIA		
Name of insurer	s47G	
Policy number		
Expiry date		

Where the Tenderer's proposed Personnel are operating as an individual and/or include volunteers, Tenderers should also complete all details in the following table:

Disability income insurance	
Name of insurer	Not Applicable
Policy number	
Expiry date	
Amount of current cover	
Voluntary workers' insurance	
Name of insurer	Not Applicable
Policy number	
Expiry date	
Amount of current cover	

2.6 Tenderer's Financial Viability

Refer to Appendix 3 for Statement of Financial Viability

2.7 Actions or Investigations

- (a) The Tenderer should provide particulars of any petition, claim, action, judgement or decision that is likely to adversely affect its capacity to provide the Services.
- (b) Tenderers should provide details of whether or not they are aware that they are under investigation, or the subject of court proceedings, in relation to a possible or actual breach of any relevant legislation, and if applicable, provide details of the same.

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SCHEDULE 3 – TENDERER’S SOLUTION TO MEET THE REQUIREMENTS**RESPONSE**

Fred IT Group Pty Ltd (Fred) is pleased to submit a response for the provision of:


- OFFER A1: Multiple PDS Providers
- OFFER A2: Sole PDS Provider
- OFFER B: Active Script List Repository (ASLR)

Part A - PDS

s47(1)(b)



s47(1)(b)

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Operating requirements for PDS and ASLR Services

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Additional details as requested in Schedule 3

- (a) **Business continuity and disaster recovery plan including proposed figures for each of the business continuity parameters in (Items 8.1 to 8.6)**

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- (b) **IRAP certification and a security assessment report from an IRAP registered assessor (Item 8.9)**

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- (c) **Documentation of governance, change management and reliability engineering (Item 8.12)**

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- (d) **Innovation Plan (Item 8.21)**

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(e) Risk Management Plan (Item 8.23)s47G
**(f) Transition Management Plan (Item 8.26)**s47G
**(g) Performance Management Plan including proposed services levels and how these will be maintained, monitored and controlled (Item 8.30)**s47G


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SCHEDULE 8 – TENDERER’S RESPONSE TO DRAFT CONTRACT**A. STATEMENT OF NON-COMPLIANCE**

Tenderer to complete:

Item reference	Nature of compliance (partially complies, does not comply)	Reasons for non-compliance or partial compliance and proposed alternative wording
20 Intellectual Property Rights		
All, but especially Perpetual Licence of Existing IP	s47G	
Schedule 2 Glossary of Terms		
Commercial Exploitation	s47G	

B. CONFIDENTIAL INFORMATION

Tenderer to complete:

Proposed Confidential Information (refer to RFT or Schedule clause)	Reason why this information should be protected as Confidential Information
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**SCHEDULE 9 – TENDERER'S VALID AND SATISFACTORY STATEMENT OF
TAX RECORD**

Valid and Satisfactory Statement of Tax Record submitted by Fred – Schedule 9

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SCHEDULE 10 – TENDERER'S PRICING

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OFFER A - PRESCRIPTION DELIVERY SERVICES

OFFER A1.

Tenderers can offer to supply PDS using the Department-provided pricing model in the table below.
Tenderers should note that under this model a maximum of three providers will be appointed.

Item	Description	Unit of measure	Amount payable per unit (GST exclusive)	Amount payable per unit (GST inclusive)	Assumptions/Qualifications
Prescription Fee	Fee payable to the Service Provider per electronic prescription supplied.	Per script	\$0.03 per electronic prescription dispensed.	\$0.033 per electronic prescription dispensed.	Required funding for Clinical Software Providers (CSP's) participation in EP is not included in Offer A1 (noting DOH request for PDS to retain existing contractual relationships which includes per transaction payments) Per electronic prescription dispensed is the current "eligible" definition
Volume Bonus	Amount payable to the Service Provider once per contract year upon reaching 15 million electronic prescriptions supplied within that contract year.	Per 15 million scripts	\$1,700,000.00	\$1,870,000.00	The various shared services required to enable interoperability of multiple PDS's will be provided outside of Offer A1 and for completeness are shown as an option in our Offer B pricing

**THE TENDERER
OFFERS TO SUPPLY
THE SERVICES UNDER
THE DEPARTMENT-
PROVIDED PAYMENT
MODEL (A1)**

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Appendices

Appendix 1

Workplace Gender Equality Letter of Compliance

Refer to Schedule 1, Section 10

This document has been released under the
Freedom of Information Act 1982 (CTH)
by the Department of Health and Aged Care.



GPO Box 4917
Sydney NSW 2001
www.wgea.gov.au
ABN 47 641 643 874

31 January 2022

Mr. Paul Naismith
Chief Executive Officer
Fred IT Group Pty Ltd
20 Trenerry Crescent
MELBOURNE VIC 3067
AUSTRALIA

NOTICE OF COMPLIANCE WITH THE WORKPLACE GENDER EQUALITY ACT 2012

Dear Mr Naismith

I am pleased to advise that your organisation is **compliant** with the *Workplace Gender Equality Act 2012* (Act).

Fred IT Group Pty Ltd (ABN: 68109546901)

This letter forms your **notice of compliance with the Act** until replaced with a new notice of compliance for the 2021-22 reporting period.

Yours sincerely

s47F

Mary Wooldridge
Director

Appendix 2

Tenderer's Insurance Certificates of Currency

Refer to Schedule 2, Section 2.5

This document has been released under the
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by the Department of Health and Aged Care.

Appendix 3

Tenderer's Statement of Financial Viability

Refer to Schedule 2, Section 2.6

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Appendix 4

Letter of Support – s47G

Refer to Schedule 4

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Appendix 5

Department of Health Reference – National Data Exchange

Refer to Schedule 4

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Appendix 6

Tenderer's Valid and Satisfactory Statement of Tax Record

Refer to Schedule 9

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Appendix B

IRAP certification and a security assessment report from an IRAP registered assessor (Item 8.9)

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Appendix F

Transition management plan (Item 8.26)

Refer to **Section 8** for full details of Fred's approach to Transition Management including **Transition In and Transition Out Plans**.

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Freedom of Information Act 1982 (CTH)
by the Department of Health and Aged Care.

Appendix G

Performance Management Plan including proposed service levels and how these will be maintained, monitored and controlled (Items 8.30)

Refer to **Section 9** for full details of Fred's approach to **Performance Management and Reporting**.

Refer to **Section 9.1** for full details of Fred's **Performance Management Plan** including:

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END



Australian Government
Department of Health and Aged Care

TENDER EVALUATION REPORT

Provision of Electronic Prescription Services

RFT ATM Health/E21-576909

(TRIM Reference: E21-576909)

Delegate's approval of this Tender Evaluation Report:

Name: Daniel McCabe

Position: First Assistant Secretary, BIDHD

☒ Approved

(please note)

Signature

Date: 26 / 10 / 2022

s47F

ATM Health/E21-576909 – RFT for Electronic Prescription Services – Tender Evaluation Report

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Australian Government

**Department of Health
and Aged Care**

CONTRACT FOR SERVICES

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Department of Health and Aged Care

ABN 83 605 426 759

And

Fred IT Group Pty Ltd

68 109 546 901

in relation to *Electronic Prescription Services*

This document has been released under the
Freedom of Information Act 1992 (CTH)
by the Department of Health and Aged Care.

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Contract for Services – Electronic Prescription Services

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Contract for Services – Electronic Prescription Services

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by the Department of Health and Aged Care.

Contract for Services – Electronic Prescription Services

Date

8 May 2023

This Contract is made between:

Parties

Name	The Commonwealth of Australia as represented by the Department of Health and Aged Care
ABN	83 605 426 759
Address	Sirius Building, Furzer St, Woden Town Centre ACT 2606
Description	Department

Name	Fred IT Group Pty Ltd
ABN	68 109 546 901
Address	Level 3/20 Mollison St, Abbotsford VIC 3067
Description	Service Provider

Recitals

- A. The Department requires electronic prescription services as described in the Statement of Requirement.
- B. The Department issued a request for tender for electronic prescription services (RFT).
- C. The Service Provider submitted a response to the RFT and was invited to enter into negotiations that culminated in entering into this Contract.

Agreed Terms

1. INTERPRETATION

1.1 Definitions

The meaning of defined terms used in this Contract is set out in Schedule 2 (Glossary).

1.2 Interpretation

In this Contract, except where the contrary intention is expressed:

- (a) headings are for ease of reference only and do not affect interpretation;
- (b) words in the singular include the plural and the plural include the singular;
- (c) words of one gender include any gender;
- (d) an expression indicating a person includes an individual, company, partnership, joint venture, association, agency, corporation or other body corporate;
- (e) a reference to a party to this Contract includes that party's successors and permitted assigns;
- (f) a reference to a clause, party or schedule, is a reference to a clause of, and a party and schedule to, this Contract and a reference to this Contract includes any schedule or annexure;
- (g) 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;
- (h) a reference to a document or instrument including any referred to by a web address includes the document or instrument as novated, altered, supplemented or replaced including at a new web address from time to time;
- (i) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (j) without limiting clause 1.2(i), a reference to an Interdependent Contract includes that Interdependent Contract as novated by the Commonwealth to an Agency at any time, or any new agreement between the Commonwealth, an Australian State or Territory or an Agency and the Service Provider (or any Controlled Entity of the Service Provider) covering substantially the same subject matter as that Interdependent Contract;
- (k) no rule of construction applies to the disadvantage of a party merely because that party was responsible for the preparation of this Contract or any part of it; and
- (l) unless otherwise specified "\$" means the lawful currency of Australia.

1.3 Priority of documents

To the extent that there is any inconsistency between any of the documents forming part of this Contract, those documents must be interpreted in the following order of priority to the extent of any inconsistency:


- (a) the Contract Terms and Conditions and Schedule 2 (Glossary);
- (b) Schedule 3 (Statement of Requirement) and the attachments to that document;
- (c) Schedule 4 (Service Levels);
- (d) Schedule 6 (Service Charges);
- (e) the other Schedules to the Contract; and
- (f) other documents referred to in this Contract that are to be observed by the Service Provider.

2. OBJECTIVES

2.1 Objectives

The objectives of this Contract (**Objectives**) are to:

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2.2 Application of Objectives

- (a) The Service Provider must use all reasonable endeavours to meet the Objectives.

- (b) The Objectives are not intended to take precedence over any other express terms of this Contract or to expand or reduce the scope of the parties' obligations under this Contract.
- (c) To the extent that any terms of this Contract require the parties to discuss, negotiate or agree on a particular matter, each Party must act to give the fullest consideration to the Objectives.
- (d) The parties agree that if the provisions of this Contract do not address a particular circumstance or are unclear or ambiguous, those provisions will be interpreted to give the fullest possible effect to the Objectives provided that nothing in this clause 2.2(d) is intended to alter the plain and natural meaning of the provisions of this Contract.

3. TERM

3.1 Contract Period

Subject to clause 3.3, this Contract commences on the Commencement Date and, unless otherwise lawfully terminated, continues for the duration of the Initial Contract Period specified in Item 2 of the Contract Details.

3.2 Option to extend the Initial Contract Period

- (a) The Initial Contract Period may be extended by the Department for further periods specified in Item 3 of the Contract Details, on the terms and conditions then in effect, by giving Notice to the Service Provider. Such Notice must be at least 60 days before the end of the current Contract Period.
- (b) Any extension exercised in accordance with this clause 3.2 takes effect from the end of the then current Contract Period.

3.3

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4. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

4.1 Compliance with directions of the Department

In carrying out the Services, the Service Provider must:

- (a) liaise with and provide information to the Department as it may reasonably require; and
- (b) comply with directions given from time to time by the Department's Department Contract Manager in relation to the Services in so far as the directions are not inconsistent with the other requirements of this Contract.

4.2 Conflicts of Interest

- (a) The Service Provider warrants that, to the best of its knowledge after making diligent inquiries at the date of signing this Contract, no Conflict of Interest exists or will arise in the performance of its obligations under this Contract.
- (b) If, during the performance of the Services, a Conflict of Interest arises, or appears likely to arise, the Service Provider must:
 - (i) provide a Notice to the Department immediately in writing;
 - (ii) make full disclosure of all relevant information relating to the conflict; and
 - (iii) take such steps as the Department requires to resolve or otherwise deal with the conflict.
- (c) The Parties acknowledge that:
 - (i) the Service Provider may, by virtue of providing the Services, have access to sensitive information relating to members of the public; and
 - (ii) this information is to only be used for the purpose of delivering the Services.

5. SERVICES

5.1 General Service obligations

- (a) The Service Provider must supply the Services:
 - (i) in accordance with the Schedules;

- (ii) in a manner which achieves the Objectives;
 - (iii) so as to meet the Milestones and other Project Plan requirements, and where no Milestones or Project Plan requirements are specified, promptly and without delay;
 - (iv) so as to meet or exceed the Service Levels;
 - (v) with due skill and care and to the best of the Service Provider's knowledge and expertise;
 - (vi) in accordance with Best Industry Practice, including any standards specified in Item 5 of Schedule 1 (Contract Details);
 - (vii) using the Key Personnel (if any);
 - (viii) in accordance with any of the Department's instructions to cooperate with OSPs;
 - (ix) in accordance with all Applicable Policies which apply directly to the Service Provider, or where an Applicable Policy does not apply directly to the Service Provider, in a manner that is consistent with the Applicable Policy;
 - (x) in accordance with all applicable Laws; and
 - (xi) otherwise in accordance with the provisions of this Contract.
- (b) The Service Provider must not take any action which may materially adversely affect the performance of the Services without the prior written Approval of the Department.
- (c) The Service Provider must perform all of the Services in Australia except:
- (i) as otherwise requested in writing by the Department;
 - (ii) where the Service Provider uses the approved New Zealand Personnel, as set out in clause 15.3;
 - (iii) for the services set out in Schedule 5 (other than paragraph 3.2 of that Schedule), where it uses the Other Resources;
 - (iv) for the requirement to provide an SMS gateway, which may be performed from the United States for a period of up to 6 months from the Commencement Date; or
 - (v) where the Service Provider obtains the Department's prior written consent to perform the Services outside Australia.

5.2 Knowledge of the Department's requirements

The Service Provider must keep itself informed of the Department's requirements for the Services and regularly consult with the Department to that end.

5.3 Standard of Deliverables

- (a) The Service Provider must ensure that the Deliverables are:
 - (i) of a reasonable standard in terms of presentation, accuracy and scope;
 - (ii) the most current, accurate and up-to-date versions available at the date of the Contract; and
 - (iii) published in English with all key terms, words and symbols adequately defined or explained.
- (b) If any Deliverable is revised or replaced for any reason, the Service Provider will supply the Department with revisions or replacements at no additional cost to the Department.

5.4 Title to Deliverables

Title to the physical form of each Deliverable will vest in the Department on its delivery under this Contract.

5.5 Delays

- (a) In the event of an actual or potential Delay, the Service Provider must:
 - (i) immediately notify the Department as to the nature and consequences of the Delay and advise the Department whether the Service Provider (or Service Provider Personnel) will be able to temporarily work around the problem in order to prevent or rectify the Delay;
 - (ii) regularly update the Department in relation to the Delay as reasonably required by the Department;
 - (iii) if requested by the Department, communicate with affected stakeholders in relation to the Delay; and
 - (iv) take all steps reasonably required by the Department to prevent, limit or rectify the Delay.
- (b) If requested by the Department, the Service Provider must prepare a workaround plan which sets out the interdependencies, and the expected time impact of the tasks required to rectify the Delay. If agreed by the Department and signed by both Parties, the Service Provider must implement and comply with the workaround plan.
- (c) To the extent a Delay is caused by:
 - (i) an Excusable Delay Event, then the provisions of clause 39 apply;
 - (ii) the Service Provider (or Service Provider Personnel), then without limitation to any other right or remedy of the Department, any costs and expenses incurred

by the Service Provider to implement an agreed workaround plan will be borne by the Service Provider, and the Department may, at its election and in addition to requiring the performance of the workaround plan:

- (A) if payment for a Milestone (or other Service Provider obligation specified in this Contract) is dependent on performance, withhold any payments in relation to the missed Milestone or missed obligation, until the Milestone or obligation is met; or
- (B) specify a revised date for the Milestone date or a date for an obligation to be met; and
- (C) the Department's (or any Third Party under the Department's control) failure to meet any of its obligations under this Contract that are necessary for the Service Provider to achieve a Milestone, then the relevant Milestone date will be extended by a period equal to the length of the Delay caused by the Department. However, this clause 5.5(c)(ii)(C) will only apply where the Service Provider takes all reasonable steps to mitigate the effects of the Delay caused by the Department.

6. ADDITIONAL SERVICES

6.1 Overview of Additional Services that may be requested by the Department

From time-to-time the Department may require the Service Provider to provide Additional Services. The Additional Services that the Department may require are set out in paragraph 5.1 of Schedule 3.

6.2 Process for agreement to provide Additional Services

- (a) The Department Contract Manager may request the Service Provider to provide a quote for the provision of Additional Services.
- (b) The Service Provider must, before the due date specified by the Department in the request, submit a quote for the Additional Services (**Additional Services Quote**). Unless otherwise agreed by the Parties, the Additional Services Quote must:
 - (i) describe the Additional Services to be provided;
 - (ii) include a price for the provision of the requested Additional Services;
 - (iii) be prepared on the price basis specified by the Department in the request;
 - (iv) be prepared using pricing calculated in accordance with paragraph 5.1 of Schedule 6 (Service Charges); and
 - (v) be in a form that can be efficiently used by the Department to complete a Change Order in the form of the template at Schedule 9 (Change Order).

- (c) An Additional Services Quote will take effect when a Change Order in the form of Schedule 9 (Change Order) is executed by the Parties.

6.3 Delivery of Additional Services

- (a) If the Parties execute a Change Order in respect of Additional Services then, subject to clause 6.2(b) and 6.2(c), the Service Provider must:
 - (i) provide the Additional Services in accordance with the Contract and the Change Order; and
 - (ii) complete the Additional Services within the periods specified in the Change Order.
- (b) The Additional Services must be provided in accordance with the terms of the Contract, except to the extent that the Change Order states that, a provision of the Contract identified in the Change Order:
 - (i) does not apply to the provision of the Additional Services; or
 - (ii) is amended for the purposes of providing the Additional Services.
- (c) Notwithstanding the terms of a Change Order, a Change Order for Additional Services will not, unless explicitly stated otherwise, amend the Contract Terms and Conditions, and the Contract Terms and Conditions will apply to the extent of any inconsistency with the Change Order.
- (d) If the Service Provider determines that the outcome of the Additional Services may require a change to the Contract (other than to the Contract Terms and Conditions), the Service Provider will promptly raise the issue with the Department Contract Manager and seek a direction as to whether the Service Provider is to submit a Change Order in accordance with clause 35 to give effect to the required change.

7. DEPARTMENT ASSISTANCE

Subject to clause 9, the Department must:

- (a) make available to the Service Provider (as reasonably requested by the Service Provider) all relevant Department Data and Department Material necessary to provide the Services; and
- (b) answer reasonable queries made by the Service Provider relating to the Department's requirements in connection with the Contract.

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10. ACCEPTANCE

10.1 Acceptance

This clause 10 provides for the Acceptance of Deliverables identified for Acceptance in paragraph 3 of Schedule 3 (Statement of Requirement).

10.2 Acceptance Testing

Unless otherwise agreed in writing by the Department, Acceptance Tests must be conducted in relation to each Deliverable identified in clause 10.1.

10.3 Conducting Acceptance Tests

- (a) Acceptance Testing must be completed in accordance with the requirements of this Contract (including the Approved Acceptance Test Plan).
- (b) Acceptance Testing will be based upon the Acceptance Criteria for the relevant Deliverable, and will be designed to test that each Deliverable meets all of the relevant requirements set out in the relevant Acceptance Test Plan.
- (c) Each Acceptance Test Plan must be developed by the Service Provider for Approval by the Department, setting out Acceptance Tests that will be conducted in accordance with this clause 10.3. Each Party's obligations in relation to Acceptance Testing will be specified in the Acceptance Test Plan.
- (d) Any amendment to an Acceptance Test Plan must be agreed in writing by the Parties.
- (e) Where the Service Provider is conducting the Acceptance Tests, the Department's representative will use reasonable endeavours to be available during Business Hours on each day during the Acceptance Test Period to give any assistance or information reasonably requested by the Service Provider.

- (f) The Service Provider must comply with any reasonable requests by the Department for additional Acceptance Tests. Any additional Acceptance Tests will be conducted in accordance with the Acceptance Test Plan, and Schedule 3 (Statement of Requirement). If those documents are silent on this point, the further Acceptance Tests will be conducted in accordance with such processes and criteria determined by the Department and will be at the Department's expense unless the further Acceptance Tests show that the Service Provider failed to comply with the applicable Acceptance Criteria, in which case the cost of the Acceptance Tests must be borne by the Service Provider.
- (g) Each Party must provide all reasonable cooperation and assistance to enable the performance of any Acceptance Test.
- (h) The Department is entitled to observe and, to the extent required by the Department, perform any Acceptance Test. The costs of the Department performing the Acceptance Tests will be borne by the Department unless the Acceptance Test shows that the Service Provider failed to comply with the applicable Acceptance Criteria, in which case the cost of the Acceptance Tests must be borne by the Service Provider.
- (i) The Service Provider must create and provide for the Department's Approval within the Acceptance Test Notification Period detailed records of the Acceptance Tests specifying:
 - (i) a written summary of the Acceptance Test;
 - (ii) the results achieved from that Acceptance Test; and
 - (iii) a Defects List (if there are any Defects).

10.4 Acceptance Test Plan

The Service Provider must provide for the Department's Approval, an Acceptance Test Plan:

- (a) in accordance with any applicable requirements of Schedule 3 (Statement of Requirement); and
- (b) that sets out the following information:
 - (i) the Deliverables or parts of the Deliverables to be tested;
 - (ii) the allocation of each Party's responsibilities in relation to the testing, including the Party responsible for conducting the Acceptance Tests;
 - (iii) which Party is to provide the test environment, including equipment, Software, electricity, consumables and other resources and when the environment and resources must be ready for use;
 - (iv) the methodology and process for conducting the Acceptance Tests; and

- (v) the scheduling of Acceptance Tests, including the Acceptance Test Period and the Acceptance Test Notification Period.

10.5 Acceptance Test outcomes

- (a) Where at the end of the Acceptance Test Period the Acceptance Tests demonstrate that the Deliverable meets the Acceptance Criteria or other requirements under the Contract, the Department must issue an Acceptance Certificate to the Service Provider for the relevant Deliverable.
- (b) Where at the end of the Acceptance Test Period the Acceptance Tests demonstrate that the Deliverable fails to meet the Acceptance Criteria or other requirements under the Contract, then the Department must give the Service Provider Notice within the Acceptance Test Notification Period that the Department either:
 - (i) waives the requirement for the Acceptance Test to be satisfactorily completed;
 - (ii) requires that the Service Provider to remedy the Defects on the Defects List, in which case the Service Provider must do all things necessary to remedy the Defects on the Defects List at its own expense within a reasonable period of time, and re-submit the Deliverable for further Acceptance Testing using the process in clause 10.3 (except that the Acceptance Testing is restricted to testing the items that were on the Defects List and any necessary regression testing), at the Service Provider's expense;
 - (iii) conditionally Accepts the Deliverable in accordance with clause 10.6;
 - (iv) accepts the Deliverable subject to an agreed reduction in the Service Charges; or
 - (v) subject to the Department having provided the Service Provider with one opportunity to re-submit the Deliverable for further Acceptance Testing in accordance with clause 10.5(b)(ii), the Department may, without limiting any other remedy, reject the Deliverable and require the removal of the Deliverable and any Materials associated with the rejected Deliverable and require the restoration of anything affected by the Deliverable to its pre-Contract state, at the Service Provider's expense.
- (c) Where at the end of the Acceptance Test Period the Acceptance Tests demonstrate that the Deliverable fails to meet the Acceptance Criteria, and that non-compliance is not rectified in accordance with clause 10.5(b)(ii) within 15 Business Days or such other period agreed between the Parties, then the Department may treat that failure as a failure by the Service Provider to comply with the relevant obligation under the Contract.
- (d) Where the Acceptance Test relates to a Deliverable that is a document, it is not a failure to provide the document in accordance with the Acceptance Criteria and the other requirements of the Contract where the Department requests a change to:

- (i) the style, formatting or layout of the document, unless the style, formatting or layout is part of the specifications; or
 - (ii) semantics.
- (e) The Service Provider must submit any Deliverable for Acceptance sufficiently in advance of the date by which it is required to be Accepted, to enable the completion, by that date, of any Acceptance Tests or other activities required to determine whether the Deliverable can be Accepted by the Department.
- (f) The issuing of an Acceptance Certificate in accordance with this clause 10.5 is not a waiver of rights and an Acceptance Certificate may impose such conditions and qualifications as the Department reasonably requires. The Service Provider must comply with those conditions or qualifications (as applicable).
- (g) The Service Provider must bear all costs associated with rectifying a Deliverable that has not been Accepted pursuant to this clause 10.5.
- (h) Approval or Acceptance of any Deliverable by the Department will not:
- (i) relieve the Service Provider from responsibility for complying with the requirements of the Contract; and
 - (ii) be construed as a waiver of any rights under the Contract,
- except as, and to the extent, expressly providing in writing in such Approval or Acceptance.

10.6 Conditional Acceptance

- (a) Where the Department agrees to conditional Acceptance in accordance with clause 10.5(b)(iii), the Service Provider must complete, at its own cost, any set of procedures required by the Department described in the Acceptance Certificate to rectify any failure of the Deliverable to meet the relevant Acceptance Criteria.
- (b) If the Service Provider fails to complete the set of procedures described in the Acceptance Certificate by the date specified in the Acceptance Certificate (**Rectification Date**), the Department may by Notice to the Service Provider:
- (i) withdraw Acceptance, in which case the Department may treat the non-compliance as a failure by the Service Provider to comply with the relevant obligation under the Contract;
 - (ii) extend the Rectification Date by a period of up to 30 days or otherwise by agreement between the Parties (**Extended Rectification Date**), and if the Service Provider fails to complete the set of procedures described in the Acceptance Certificate by the Extended Rectification Date, the Department may treat the non-compliance as a failure by the Service Provider to comply with the relevant obligation under the Contract; or

- (iii) Accept the Deliverable (without prejudice to its other rights or remedies), in which case the Service Provider must still complete the set of procedures described in the Acceptance Certificate as soon as reasonably possible (unless otherwise agreed), but the Department will not be able to withdraw Acceptance after that date.

11. DEPARTMENT WARRANTIES

11.1 Department warranties

The Department warrants to the Service Provider that:

- (a) as at the Commencement Date, it has the necessary authority to enter into the Contract; and
- (b) throughout the Contract Period it will comply with all relevant Laws in the performance of its obligations under the Contract.

11.2 Disclaimer

- (a) In this clause 11.2:
 - (i) **Pre-Contract Information** means information:
 - (A) provided to the Service Provider or to Service Provider Personnel;
 - (B) by the Department or any the Department Personnel prior to the signing of this Contract; and
 - (C) relating to the Contract including in connection with the RFT Process; and
 - (ii) **Relevant Persons** means the Department or Department Personnel.
- (b) The Service Provider:
 - (i) acknowledges that:
 - (A) the Pre-Contract Information has not been verified or checked by the Relevant Persons; and
 - (B) the Pre-Contract Information has not been independently audited;
 - (ii) agrees that it has made its own assessment and has sought appropriate professional advice about the Pre-Contract Information;
 - (iii) agrees to be bound to the extent permitted by Law by any disclaimer contained in or accompanying any Pre-Contract Information;
 - (iv) agrees that no Relevant Person, to the extent permitted by Law and subject to any express provision in the Contract to the contrary:

- (A) makes any representation that any part of the Pre-Contract Information is accurate or reliable; and
- (B) accepts any liability for any Loss suffered by any person as a result of that person or any other person placing any reliance on any Pre-Contract Information; and
- (v) waives, to the extent permitted by Law, all claims against each Relevant Person in relation to the Pre-Contract Information.

12. SERVICE PROVIDER WARRANTIES

12.1 Service Provider warranties

The Service Provider warrants that:

- (a) **(RFT Process)** all representations made by it in connection with the RFT Process are true, accurate and not misleading;
- (b) **(Fitness)** the Services and Deliverables are fit for purpose for which they are required as detailed in, or reasonably ascertainable from, the Contract;
- (c) **(Standards)** subject to clause 23.4, the Services and Deliverables comply with Best Industry Practice and the specifications set out in the Statement of Requirement;
- (d) **(Cloud Infrastructure)** subject to clause 23.4, the governance and maintenance of the Cloud Infrastructure comply with the PSPF, ISM and best industry practice environment management and reliability engineering, including with respect to the promotion of new functionality into production environments;
- (e) **(Defects)** the Solution will be, under normal use, free from Defects;
- (f) **(Intellectual property)** the use of any Material licensed to the Department under the Contract, in accordance with that licence or terms of the right, will not infringe any Third Party's Intellectual Property Rights;
- (g) **(Subcontracts)** the Service Provider's subcontracts:
 - (i) are subject to the same obligations, and give the same warranties, as they apply to the Service Provider to the extent they are relevant to what the Subcontractors are subcontracted to do;
 - (ii) do not contain any provisions that, if observed, would cause the Service Provider not to comply with any requirement under the Contract; and
 - (iii) include provisions that will allow the Department to exercise all the rights set out in the Contract if Subcontractor cooperation is required;
- (h) **(Illegal workers)** none of the Service Provider's Personnel who are non-Australian citizens that the Department has approved to provide Services;

- (i) have unlawfully entered or remain in Australia; or
- (ii) are working in Australia in breach of their visa conditions;
- (i) **(Inappropriate persons)** none of the Service Provider's Personnel or Subcontractors is listed on either of the following lists:
 - (i) 'Regulation 8 Consolidated List' maintained by the Australian Government Department of Foreign Affairs and Trade; or
 - (ii) 'Listing of Terrorist Organisations' maintained by the Australian Government; and
- (j) **(Entitlements)** the Service Provider does not have a judicial decision against it (not including decisions under appeal) relating to employee entitlements and there is no unsatisfied resulting order.

12.2 Breach of warranty

If, during the Contract Period, the Service Provider becomes aware that a warranty in clause 12.1 is or has become inaccurate the Service Provider must promptly:

- (a) notify in writing the Department Contract Manager of all details relating to why the warranty is no longer accurate; and
- (b) remedy the Defect or breach at the Service Provider's cost.

13. HARMFUL CODE

13.1 Harmful Code

- (a) The Service Provider must detect and prevent any Harmful Code from being introduced by the Service Provider into (or sent from) the Solution or Department systems, including by:
 - (i) use of the most appropriate and up-to-date virus detection software for preventing and detecting Harmful Code;
 - (ii) implementing practices and procedures that are consistent with industry best practice;
 - (iii) pro-actively monitoring known threats of Harmful Code; and
 - (iv) informing the Department of any Harmful Code and the steps necessary to avoid the introduction of Harmful Code.
- (b) If the Service Provider becomes aware that any Harmful Code is found to have been introduced into the Solution or Department systems, the Service Provider must:
 - (i) notify the Department immediately;

- (ii) provide all information reasonably requested by the Department in relation to the Harmful Code, its manner of introduction and the effect the Harmful Code has had or is likely to have; and
 - (iii) retain evidence and logs regarding the incident to help in determining the cause, damage and likely source.
- (c) The Service Provider must perform its obligations under clause 13.1(b) at no additional cost to the Department.
- (d) To the extent that the introduction of the Harmful Code was caused by the Service Provider or Service Provider Personnel, the Service Provider must:
- (i) take all necessary remedial action to eliminate the Harmful Code and prevent re-occurrence and rectify any consequences (to the extent that they are capable of rectification);
 - (ii) if the Harmful Code causes a loss of data or loss of operational efficiency, assist the Department to mitigate the losses and restore the efficiency and data; and
 - (iii) pay the costs and expenses incurred by the Department in connection with the restoration activities contemplated by clauses 13.1(d)(i) and 13.1(d)(ii).

14. SERVICE LEVELS

14.1 Performance management

The Parties will implement and comply with their obligations set out in Schedule 4 (Service Levels).

14.2 Assessment of Services

- (a) The Service Provider must:
- (i) achieve or exceed the Service Levels;
 - (ii) measure its performance against the Service Levels;
 - (iii) use appropriate measurement and monitoring tools and procedures to measure its performance accurately;
 - (iv) provide the Department with information and access to the Service Provider's measurement and monitoring tools and procedures on request to verify that they accurately measure the Service Provider's performance; and
 - (v) report to the Department on its performance against the Service Levels as set out in Schedule 4 (Service Levels).

- (b) The Department may assess the Services in accordance with the relevant Service Levels and generally as specified in Schedule 4 (Service Levels) to verify that the Services have been provided in accordance with the Service Provider's obligations.

14.3 Non-compliant Services

- (a) The Department will notify the Service Provider if it assesses the Service Provider's performance of Services as not meeting the Service Levels or other requirements under this Contract.
- (b) The Service Provider is not relieved of responsibility for the Services because of any Approval given by the Department under this Contract or an act or omission of any Subcontractor.

15. PERSONNEL

15.1 Service Provider Personnel general obligations

- (a) The Service Provider must ensure its Personnel engaged in the Services:
 - (i) are aware of and comply with the Service Provider's obligations in providing the Services;
 - (ii) observe all relevant Laws, policies, codes of conduct or procedures which are in the public domain and apply to the Services or which are specified in the Contract or notified to the Service Provider in writing from time to time; and
 - (iii) while visiting the Department's premises or using its equipment, comply with all processes and procedures and safety and security requirements applicable to the Department's employees at the premises and using the equipment.
- (b) The Department may, acting reasonably, at any time request the Service Provider to remove from work in respect of this Contract any of the Service Provider Personnel and provide its reasons for requesting such removal. The Service Provider and the Department must thereafter promptly discuss and agree (each party acting reasonably) on a suitable replacement for the relevant Service Provider Personnel.
- (c) The Service Provider must provide to the Department Contract Manager, the names of all Service Provider Personnel the Service Provider proposes to deliver the Services prior to their work on Services related to the Contract.
- (d) The Department may request CVs or information relevant to security for Service Provider Personnel at any time during the Contract.

15.2 Key Personnel

- (a) The Service Provider must provide the Services or any part of the Services to which their particular expertise relates, with the active involvement of, and using the expertise of the Key Personnel.

- (b) The Service Provider must ensure that each person named as Key Personnel performs the tasks described in Schedule 3 (Statement of Requirement) as allocated to that person's role.
- (c) If the Service Provider becomes aware that a Key Person will or may become unavailable for the performance of work under the Contract for a period of four consecutive weeks or more, the Service Provider must:
 - (i) promptly notify the Department of the impending unavailability; and
 - (ii) as soon as possible, nominate a suitable replacement.
- (d) The Department may give a Notice, including reasons, directing the Service Provider to remove Personnel of the Service Provider or Subcontractor from work in respect of the Services, if in the Department's opinion the person specified in the Notice is:
 - (i) unable to undertake the work required of them under the Contract for reasons of incapacity or incompetence; or
 - (ii) inappropriate to undertake the work required of them under the Contract for reasons relating to WHS, security, probity or the relationship between the Department and the Service Provider.
- (e) If the Department gives the Service Provider a Notice under clause 15.2(d) the Service Provider must (or must ensure that the Subcontractor must) within the time specified in the Notice:
 - (i) remove the person from work in respect of the Services; and
 - (ii) provide a suitable replacement.
- (f) If the Service Provider nominates a person to replace a Key Person under clause 15.2(c)(ii) or clause 15.2(e)(ii), the Department must notify the Service Provider as to whether or not the nomination has been accepted (including reasons if not accepted). If the Department notifies the Service Provider that a nomination is not accepted, the Service Provider must promptly nominate another person to replace the person.
- (g) Any requirement to remove or replace any person under this clause, and the Service Provider's inability to find a suitable replacement person, shall not be taken to be an event beyond the reasonable control of the Service Provider for the purposes of clause 39.
- (h) If the Service Provider is required to replace any Key Person under this clause, and a replacement person satisfactory to the Department is not accepted within three months of, the Department first receiving a Notice under clause 15.2(c) or the Department providing Notice under clause 15.2(d), the Department may give the Service Provider a Default Notice in accordance with clause 34.2(a)(v).

- (i) The Service Provider must provide the Department with documentation to support the nomination of any person by the Service Provider as a Key Person, including any proposed replacement or substitution of a Key Person. This documentation must:
 - (i) demonstrate how the nominated person meets the position specifications for the relevant Key Personnel position;
 - (ii) demonstrate how any capability shortfalls of the nominated person will be addressed; and
 - (iii) include an update to position specifications for affected Key Personnel positions to reflect any changes in duties and responsibilities that result from the replacement or substitution of a Key Person.

15.3 s47G



16. SUBCONTRACTORS

16.1 Subcontractors

- (a) The Service Provider must not enter into a contract during the Contract Period with a proposed Subcontractor that was not disclosed to the Department prior to the Commencement Date unless the following conditions are satisfied:
 - (i) the Service Provider must give the Department at least 30 days prior Notice of the proposed engagement of the Subcontractor with details of the purpose of the proposed engagement;
 - (ii) the contract must only be entered into after the Department gives its written approval of the proposed engagement of the Subcontractor, which will not be unreasonably withheld; and
 - (iii) the Subcontractor must not be listed as a terrorist under section 15 of the *Charter of the United Nations Act 1945* (Cth).
- (b) The Service Provider must:
 - (i) ensure that it has the express written consent of each Subcontractor to the disclosure of the Subcontractor's identity and contract details as required for government reporting purposes;

- (ii) if requested by the Department, ensure that any Subcontractor executes and delivers a Confidentiality Undertaking in favour of the Department; and
- (iii) ensure that any contract with a Subcontractor includes a requirement for the Subcontractor to comply with all applicable Laws and:
 - (A) clause 4.2 (Conflict of Interest);
 - (B) clause 8 (Electronic Prescribing System Data);
 - (C) clause 9 (Provision and use of Department Material and Department Data);
 - (D) paragraph 4.1 (Transition-out) in Schedule 3 (Statement of Requirement);
 - (E) clause 22 (Confidentiality);
 - (F) clause 23 (Department Security);
 - (G) clause 24 (Protection of Department Data and Department Material);
 - (H) clause 25 (Protection of Personal Information);
 - (I) clause 32 (Audit and Access Requirements); and
 - (J) clause 34 (Termination).
- (c) The Service Provider warrants that contracts with Subcontractors do not authorise the Subcontractor to act, or engage in a practice, that would breach an Australian Privacy Principle if done or engaged in by an agency within the meaning of the *Privacy Act 1988* (Cth).
- (d) The Subcontractors approved by the Department as at the Commencement Date are listed in Item 12 of Schedule 1 (Contract Details).
- (e) The Service Provider is fully responsible for the performance of the Services even if the Service Provider uses a Subcontractor to deliver any aspect of the Services.

17. WHOLE OF GOVERNMENT

- (a) The Service Provider acknowledges that the Australian Government has, and will continue to, set up WofG Arrangements that facilitate the provision of certain goods and services to one or more Agencies.
- (b) The Service Provider acknowledges and agrees that:
 - (i) part or all of the Services may fall within the scope of a WofG Arrangement; and
 - (ii) if part or all of the Services fall within the scope of a WofG Arrangement, the Department, in its discretion, may exercise any option available to it under this

clause 17 or otherwise, as required to deliver value for money to the Commonwealth.

(c) The Parties agree that if:

- (i) during the Contract Period the Commonwealth has entered, or enters, into a WofG Arrangement with the Service Provider for services that are similar to the Services;
- (ii) the Department, in its discretion, considers that the terms and conditions under which the Services are provided to it should be those which would be provided to it by the Service Provider under an agreement made pursuant to the WofG Arrangement; and
- (iii) the Department notifies the Service Provider in writing that it requires some or all of the Services to be provided under the WofG Arrangement,

then:

- (iv) the Contract will be amended in accordance with the Notice given in clause 17(c)(iii) to take effect at the date of the Notice (or as otherwise agreed by the Parties) so that:
 - (A) to the extent of any inconsistency between the terms of the Contract and the terms of the WofG Arrangement that the Department requires the Services to be provided under, the terms of the Contract will be replaced with the terms of the WofG Arrangement; and
 - (B) to the extent that there is no inconsistency, the terms of the Contract will continue.
- (d) The Notice referred to in clause 17(c)(iii) may provide that the Contract will only be changed to replace all amounts payable by the Department for the Services with the amounts that would be payable under the applicable WofG Arrangement.
- (e) If the amounts payable under the Contract are reduced in accordance with this clause 17:
 - (i) the amounts payable under the Contract will be reduced to reflect the amounts payable in the WofG Arrangement on a like-for-like basis, so that the categories of amounts payable in the Contract (and their components if specified) are reduced to reflect the amounts for the same categories (or their components if specified) in the WofG Arrangement;
 - (ii) discounts applicable to a WofG Arrangement for categories of products and services will apply to the same categories of products and services in the Contract; and

- (iii) any additional discounts specified in the WofG Arrangement will apply from the date of the Notice referred to in clause 17(c)(iii) (in addition to discounts referred to in clause 17(e)(ii)).
- (f) The Parties acknowledge and agree that a WofG Arrangement may include standing offers under which goods and services are offered to Agencies.

18. PAYMENT FOR SERVICES

18.1 Obligation to pay

- (a) Subject to this clause 18, the Department must pay to the Service Provider the Service Charges.
- (b) The only Service Charges that the Service Provider may charge or other compensation that it may seek for Services are:
 - (i) as set out in Schedule 6 (Service Charges);
 - (ii) as set out in a Change Order; and
 - (iii) as agreed in accordance with the process set out in clause 6.
- (c) Except as specifically provided otherwise in this Contract, the Service Charges include all costs and expenses relating to the Services and the Service Provider's performance of its obligations under this Contract.

18.2 Service Provider to provide invoice

- (a) The Service Provider must provide correctly rendered GST invoices to the Department that include the details set out in paragraph 2 of Schedule 6.
- (b) Subject to clause 18.2(c) or unless otherwise approved in writing by the Department, the Department will not be obliged to pay any Service Charges or Approved Pass-Through Expenses that relate to the Services performed for which the Service Provider has not provided a Tax Invoice in accordance with clauses 18.2(a) and 19 within 90 days after the end of the Billing Period in which the relevant Services were performed.
- (c) The cut off period set out in clause 18.2(b) above does not apply to:
 - (i) payments that are based on the completion of Milestones (including where Acceptance is required). However, in such a case the Tax Invoice must be provided within 90 days after the completion of the Milestone, or such other date agreed by the Parties; and
 - (ii) Tax Invoices resubmitted as a result of a disputed Tax Invoice provided the replacement Tax Invoice is submitted within 30 days after the Department request for the Tax Invoice.

18.3 Payment obligation

- (a) The Department will pay a correctly rendered invoice that is in accordance with the requirements of this Contract within:
 - (i) if the Service Provider is supplier has the capability to deliver and receive eInvoices through the Pan-European Public Procurement On-Line framework, 5 days after receipt of the invoice; or
 - (ii) if the supplier does not have the capability to deliver and receive eInvoices through the Pan-European Public Procurement On-Line framework, 20 days after receipt of the invoice.
- (b) The Department will effect payment by electronic funds transfer to the bank account nominated by the Service Provider.
- (c) The making of a payment is not evidence (and is not to be taken as evidence or an admission) that the Deliverables or Services have been performed, supplied or Accepted in accordance with the Contract.

18.4 Interest for late payment of invoice

- (a) This clause 18.4 only applies where the amount of the interest payable exceeds A\$100.
- (b) For payments made by the Department under this Contract after the payment is due under clause 18.3(a), the Department must pay the unpaid amount plus interest on the unpaid amount.
- (c) Interest payable under this clause 18.4 will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Department effects payment as represented by the following formula:

$$SI = UA \times GIC \times D$$

Where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = General Interest Charge Rate daily rate; and

D = the number of days from the day after payment was due up to and including the day that payment was made.

- (d) In this clause 18.4 "General Interest Charge Rate" means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day.

18.5 The Department's right to defer or withhold payment

- (a) Subject to clause 18.5(b), the Department may withhold from any payment due to the Service Provider amounts the Department deems reasonable or appropriate to protect it from loss because of any failure by the Service Provider, in any material respect, to perform its obligations under this Contract until such time as the Department is satisfied that those obligations have been completed.
- (b) The Department is not entitled to defer, reduce or withhold payment under clause 18.5(a) to the extent that the non-completion, defect or deficiency in relation to the Services, or the failure of the Service Provider (as the case may be), is due to an act or omission of the Department.

18.6 Incorrect invoices, under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Service Provider, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Department to the Service Provider. The Department may at its discretion require that interest at the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) be paid on the overpaid amount until the amount is repaid to the Department in full.

19. TAXES

19.1 Taxes

- (a) Unless expressly specified otherwise:
 - (i) all amounts payable, consideration provided or monetary limits in this Contract are inclusive of any Taxes; and
 - (ii) all Taxes levied in connection with this Contract are to be borne by the Service Provider.
- (b) If the Department becomes, or reasonably considers that it is likely to become, liable to pay any amount in respect of the Service Provider Taxes and Charges, then the Department may withhold the amount of that liability from any amounts payable to the Service Provider under this Contract.

20. GOODS AND SERVICES TAX

20.1 Interpretation

In this clause 19, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) has the meaning given to it in that Act.

20.2 GST warranty

The Service Provider warrants that it is registered for GST and will immediately advise the Department if it ceases to be registered for GST.

20.3 GST

- (a) If a Party (**Supplier**) makes a supply under or in connection with this Contract in respect of which GST is payable, the recipient of the supply (**Recipient**) must pay to the Supplier, an additional amount equal to the GST payable on the supply (**GST Amount**).
- (b) If a Party must reimburse or indemnify another Party for a Loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other Party is entitled to for the loss, cost or expense, and then increased in accordance with clause 20.3(a).
- (c) If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment will be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of GST.

20.4 Adjustments

- (a) If the GST payable by a Supplier on any supply made under or in connection with this Contract varies from the GST Amount paid or payable by the Recipient under clause 20.3(a) such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation to the supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.
- (b) Any payment, credit or refund under this clause is deemed to be a payment, credit or refund of the GST Amount payable under clause 20.3(a).
- (c) If an adjustment event occurs in relation to a supply, the Supplier must issue an adjustment note to the Recipient in relation to that supply within 10 Business Days after becoming aware of the adjustment.
- (d) A Party need not make a payment for a taxable supply made under or in connection with this Contract:
 - (i) until it receives a Tax Invoice for the supply to which the payment relates; and
 - (ii) in the case of a Tax Invoice issued by the Service Provider, the Tax Invoice complies with clause 18.2(a), unless any requirement of that clause is inconsistent with the GST Act.

21. INTELLECTUAL PROPERTY RIGHTS

21.1 Overview

- (a) Contract Material consists of Existing Material and New Material.

- (b) Unless expressly stated otherwise, this Contract does not affect the ownership of Intellectual Property Rights in Existing Material which will remain with either the Service Provider, a Third Party or the Department, as applicable.
- (c) The Service Provider must obtain all necessary Intellectual Property Rights permissions before including any Existing Material (other than the Department's Existing Material) in the Contract Material or using that Existing Material to deliver the Services.
- (d) If a Party is required to vest ownership of Intellectual Property Rights in New Material in the other Party in accordance with this clause 21, that Party must do all things and execute all documentation necessary or convenient to vest those Intellectual Property Rights in the other Party.

21.2 s47G



21.3 Intellectual Property Rights in other Contract Material

- (a) This clause 21.3 does not apply to Intellectual Property Rights in any Contract Material forming part of the Solution.
- (b) The Service Provider grants to, or must obtain for, the Department a Perpetual licence to use, reproduce, adapt, modify, and communicate all Existing Material (other than the Department's Existing Material and the Electronic Prescribing System Data) for Government Purposes.
- (c) The Department grants the Service Provider a Contract Delivery Licence to all the Department's Existing Material.
- (d) All Intellectual Property Rights in New Material will, upon its creation, vest in the Department. To the extent the Service Provider needs to use such New Material to perform its obligations under this Contract, the Department grants the Service Provider a Contract Delivery Licence to that New Material.

21.4 IP warranty

The Service Provider warrants that:

- (a) all Contract Material (other than Existing Material provided by the Department) and the Department's use of that Contract Material in accordance with rights granted under this Contract will not infringe the Intellectual Property Rights of any person; and
- (b) it has the necessary rights to vest under clauses 21.3(d) and to grant the licences required or referred to under this clause 21 and clause 8.1(d).

21.5 Infringement claims

If a claim of infringement of Intellectual Property Rights or Moral Rights is made or threatened by a Third Party, the Department will allow the Service Provider, at the Service Provider's expense, to either:

- (a) obtain for the Department the right to continued use of the Material; or
- (b) replace or modify the Material so that the alleged infringement ceases, provided the Material continues to provide the Department with equivalent functionality and performance as required in the Specifications.

21.6 Moral rights

- (a) The Service Provider represents and warrants that its performance of the Contract (including provision of any Material) or the Department's use of Material in accordance with the Contract will not infringe the Moral Rights of any Service Provider Personnel.
- (b) The Service Provider must ensure that no Service Provider Personnel will institute, maintain or support any claim or proceeding against the Department or any Department Personnel for infringement of any of their Moral Rights.

21.7 Provision of technical data

- (a) The Service Provider must provide with the Services such technical data as may be necessary to allow the Department to exercise its Intellectual Property Rights as defined in clause 21. The Service Provider must ensure that all technical data provided to the Department will enable a reasonably skilled person to efficiently and effectively do the things permitted to be done under clause 21.
- (b) To the extent such technical data is embodied in any Contract Material:
 - (i) nothing in this clause 21.7(a) affects ownership of Intellectual Property Rights in such Contract Material; and
 - (ii) the use of such Contract Material remains subject to the licences granted, or required to be granted, under this clause 21.

21.8 IP acknowledgment and IP Register

- (a) The Parties agree that this clause 21 has the effect that Department Data and Department Material, including all amendments to that Data and Material, remains owned by the Department.
- (b) The Service Provider must:
 - (i) maintain and update an IP Register in a form reasonably approved by the Department; and
 - (ii) within one month after the Commencement Date and after that at least once in each period of 12 months during the Contract Period provide a copy of the IP Register to the Department.

22. CONFIDENTIALITY

22.1 Confidential Information not to be disclosed

- (a) Subject to clause 22.1(b), the Service Provider must:
 - (i) keep the Department Confidential Information confidential;
 - (ii) only use the Department Confidential Information for the purpose of performing this Contract; and
 - (iii) not disclose the Department Confidential Information to any Third Party except as expressly authorised by this Contract or in a Notice from the Department to the Service Provider.
- (b) The Service Provider may disclose the Department Confidential Information as required by Law or the rules of a securities exchange. However, any such disclosure must be the minimum disclosure required.

- (c) Unless prevented by Law, the Service Provider must inform the Department in a Notice about any proposed disclosure of the Department Confidential Information under clause 22.1(b).
- (d) Clause 22.1(a) does not prevent the Service Provider providing access to the Department Confidential Information to Service Provider Personnel and auditors on a confidential basis for purposes relating to this Contract.
- (e) Subject to clause 22.1(f), the Department must:
 - (i) keep the Service Provider's Confidential Information confidential;
 - (ii) only use the Service Provider's Confidential Information for purposes relating to this Contract; and
 - (iii) not disclose the Service Provider's Confidential Information to any Third Party except as expressly authorised by this Contract or in a Notice from the Service Provider to the Department.
- (f) The Department may disclose the Service Provider's Confidential Information:
 - (i) as required by Law (including under the *Freedom of Information Act 1982* (Cth)); or
 - (ii) pursuant to an Accountability Obligation.
- (g) Unless prevented by Law, the Department must inform the Service Provider about any proposed disclosure of the Service Provider's Confidential Information under clause 22.1(f).
- (h) Clause 22.1(e) does not prevent the Department providing access to the Service Provider's Confidential Information on a confidential basis to:
 - (i) the Department's employees, contractors, auditors and advisers for purposes relating to this Contract;
 - (ii) the Australian Digital Health Agency and its employees, contractors, auditors and advisers for purposes relating to this Contract; or
 - (iii) another Agency for a purpose relating to the Agency's functions.
- (i) If a Party becomes aware that it has breached its obligations under this clause 22, it must immediately issue a Notice to the other Party.

22.2 Confidentiality Deeds

- (a) The Service Provider must, at no additional cost to the Department, ensure that all of the Service Provider's Personnel who have or may have access to the Department Confidential Information execute and deliver to the Department a confidentiality deed substantially in the form of Schedule 7 (Deed of Confidentiality).

- (b) The Service Provider must ensure that any of the Service Provider's Personnel who have not executed and delivered a deed in accordance with clause 22.2(a) do not have any access to the Department Confidential Information.

23. s47G

23.1

23.2

23.3

s47G

24. PROTECTION OF DEPARTMENT DATA AND DEPARTMENT MATERIAL**24.1 Protection of Department Data and Department Material**

The Service Provider must, and must ensure that its Subcontractors and Service Provider Personnel:

- (a) comply with all security requirements applying to Department Data and Department Material in respect of access to and use of that Data and Material, as specified in this Contract, in addition to any obligation under Law; and
- (b) notify Department Contract Manager immediately and comply with all directions of the Department if any of them become aware of any contravention of the Department's security requirements in relation to Department Data or Department Material.

24.2 Release of Department Data or Department Material outside of Australia

The Service Provider must not take Department Data or Department Material or allow Department Data or Department Material to be taken or accessed outside of Australia other than:

- (a) as expressly permitted by another clause in this Contract, including clause 5.1(c); or
- (b) with the prior written consent of the Department.

24.3 Protection of Department Data and Department Material

The Service Provider must not without the prior written approval of the Department:

- (a) modify Department Data or Department Material other than for the purposes of this Contract and in accordance with the Schedules; or

- (b) destroy, or cause to be destroyed, any Department Data or Department Material in the care, custody or control of the Service Provider.

24.4 Return and destruction of Department Data and Department Material

The Service Provider must:

- (a) remove all Department Data and Department Material from the Cloud Infrastructure that is not required by the Service Provider for the purpose of performing the Service Provider's obligations under this Contract; and
- (b) on the Department's request, promptly return all Department Data and Department Material held by it, or by a Subcontractor, to the Department, in a non-proprietary format that is readily usable by the Department, or otherwise treat it as directed by the Department.

25. PROTECTION OF PERSONAL INFORMATION

25.1 Service Provider acknowledgement

The Service Provider acknowledges that:

- (a) Department Data and Electronic Prescribing System Data will include Personal Information including sensitive information and that it must implement high standards to ensure that Department Data and Electronic Prescribing System Data is protected at all times; and
- (b) this clause does not derogate from any obligation the Service Provider may have under the Law or under this Contract in relation to security.

25.2 Interpretation of this clause

In this clause 25:

- (a) 'Privacy Act' means the *Privacy Act 1988* (Cth);
- (b) 'agency' has the meaning given to it in Privacy Act;
- (c) 'APP' means the Australian Privacy Principles;
- (d) 'Australian Privacy Principles' has the meaning given to it in the Privacy Act;
- (e) 'contracted service provider' has the meaning given to it in the Privacy Act;
- (f) 'eligible data breach' has the meaning given to it in the Privacy Act;
- (g) 'Personal Information' has the meaning given to it in the Privacy Act;
- (h) 'Registered APP Code' has the meaning given to it in the Privacy Act; and
- (i) 'sensitive information' has the meaning given to it in the Privacy Act.

25.3 Obligations of Service Provider in relation to Personal Information

- (a) The Service Provider under and in relation to this Contract, agrees:
- (i) to collect, use or disclose Personal Information obtained during the course of providing Services under this Contract, only for the purposes of this Contract (or, in the case of Electronic Prescribing System Data which is also Personal Information, for the purposes of this Contract or another purpose approved under clause 8);
 - (ii) maintain reasonable safeguards against loss, unauthorised access, use, modification or disclosure and other misuse of Personal Information held in connection with the Contract;
 - (iii) not to commit any act, omission or engage in any practice which is contrary to the Privacy Act;
 - (iv) not to engage in any act or practice which if done or engaged in by an agency, would be a breach of an APP or a Registered APP Code;
 - (v) not to engage in an act or practice that would breach an APP or a Registered APP Code (where applied to the Service Provider);
 - (vi) to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Contract that are inconsistent with an APP or a Registered APP Code binding on a Party);
 - (vii) to provide a Notice to Department Contract Manager immediately if the Service Provider becomes aware of:
 - (A) an eligible data breach; or
 - (B) a breach or possible breach of any of the obligations contained in, or referred to in this clause 25 whether by the Service Provider or its Personnel;
 - (viii) to comply with any directions, guidelines, determinations or recommendations notified to the Service Provider by the Department; and
 - (ix) to ensure that all Personnel required to deal with Personal Information for the purposes of this Contract are made aware of the obligations of the Service Provider set out in this clause 25.
- (b) Without limiting any of the Service Provider's obligations under this clause 25, the Service Provider must do all things necessary to assist the Department to respond to an eligible data breach in accordance with the Privacy Act.
- (c) If the Service Provider uses a Subcontractor, it must ensure that the Subcontract imposes obligations on the Subcontractor equivalent to the obligations under this clause 25.

25.4 Restriction on transfer of Personal Information outside of Australia

The Service Provider must not send or take Personal Information outside of Australia or allow it to be sent or taken out of Australia, nor access it or allow it to be accessed from outside of Australia, other than:

- (a) as expressly permitted by another clause in this Contract, including 5.1(c); or
- (b) as otherwise approved by the Department.

25.5 Handling of Complaints

- (a) A complaint alleging an interference with the privacy of an individual in respect of any Services performed under this Contract will be handled by the Parties in accordance with the following procedures:
 - (i) where the Department receives a complaint alleging an interference with the privacy of an individual by the Service Provider or any Subcontractor, it must immediately notify the Service Provider of only those details of the complaint necessary to minimise any breach or prevent further breaches of the privacy provisions of this Contract;
 - (ii) where the Service Provider receives a complaint alleging an interference with the privacy of an individual by the Service Provider or any Subcontractor, it must immediately notify the Department of the nature of the complaint but must only release to the Department Confidential Information concerning the complainant with that person's consent;
 - (iii) after the Department has given or been given Notice in accordance with clause 25.5(a)(i) or clause 25.5(a)(ii), it must keep the Service Provider informed of all progress with the complaint as it relates to the actions of the Service Provider in connection with the allegation of an interference with the privacy of an individual; and
 - (iv) the Department will give the Service Provider 14 days' Notice of an intention to assume a liability, loss or expense in accordance with this clause 25, including in that Notice an explanation of how that liability, loss or expense was assessed and the Service Provider's proposed share of that liability.
- (b) The Service Provider agrees to indemnify the Department in respect of any Loss suffered or incurred by the Department which arises directly from a breach of any of the obligations of the Service Provider under this clause 25, or a Subcontractor under the subcontract provisions referred to in clause 25.3(b).

26. THIRD PARTY INDEMNITY

26.1 Indemnity by Service Provider

The Service Provider will indemnify the Department and Department Personnel against all Losses reasonably sustained or incurred by the Department as a result of a claim made or threatened by a Third Party arising out of or in connection with:

- (a) the Service Provider's breach of the Contract;
- (b) any negligent, unlawful or wilfully wrong act or omission of the Service Provider or Service Provider Personnel; or
- (c) an allegation that any Service (including the use of the Solution or any Services by the Department or Department Personnel) infringes the Intellectual Property Rights or Moral Rights of a Third Party. For the purposes of this clause 26.1, an infringement of Intellectual Property Rights includes unauthorised acts which would, but for the operation of the *Patents Act 1990* (Cth) section 163, the *Designs Act 2003* (Cth) section 96, the *Copyright Act 1968* (Cth) section 183 and the *Circuit Layout Act 1989* (Cth) section 25, constitute an infringement.

26.2 The Department's Obligations to Service Provider

Where the Department wishes to enforce an indemnity described in clause 26.1, it must:

- (a) give Notice to the Service Provider as soon as practicable;
- (b) make reasonable efforts to mitigate the relevant Loss;
- (c) subject to the Service Provider agreeing to comply at all times with clause 26.3, permit the Service Provider, at the Service Provider's expense, to handle all negotiations for settlement and, as permitted by Law, to control and direct any settlement negotiations or litigation that may follow; and
- (d) in the event that the Service Provider is permitted to handle negotiations or conduct litigation on behalf of the Department under clause 26.2(c), provide all reasonable assistance to the Service Provider in the handling of any negotiations and litigation.

26.3 Service Provider's Obligations to the Department

Where the Service Provider receives a Notice referred to in clause 26.2(a) and the Service Provider is permitted to handle negotiations or conduct litigation on behalf of the Department under clause 26.2(c), the Service Provider must:

- (a) comply with government policy and obligations, as if the Service Provider were the Department, relevant to the conduct of the litigation and any settlement negotiation (including the Legal Services Directions) and any direction issued by the Attorney General to the Department or delegate;

- (b) keep the Department informed of any significant developments relating to the conduct of the defence or settlement of any claim; and
- (c) provide to the Department such information and documentation as are reasonably requested by the Department, to enable the Department to ascertain whether the defence or settlement by the Service Provider of any claim is being conducted in accordance with the requirements of the Legal Services Directions, including any requirements relating to legal professional privilege and confidentiality.

27. LIABILITY

27.1 Limitation of Liability

- (a) The liability of each Party arising out of or in connection with this Contract (including under an indemnity) is, subject to clause 27.1(b), limited to the amounts specified in Item 11 of Schedule 1 (Contract Details).
- (b) Any limit on the liability of each Party under clause 27.1(a) does not apply in relation to liability relating to:
 - (i) personal injury (including sickness and death);
 - (ii) loss of, or damage to, tangible property (including both the Department and Third Party property);
 - (iii) an infringement of Intellectual Property Rights;
 - (iv) a breach of Law; or
 - (v) a deliberately wrongful act or omission (including fraud and, in the case of the Service Provider, repudiation of this Contract).
- (c) Subject to clause 27.1(d), neither Party is liable to the other Party for loss or damage of the following types:
 - (i) loss of goodwill; or
 - (ii) loss of business revenue, business opportunity or business profits.
- (d) Clause 27.1(c) does not prevent a Party recovering from the other Party loss or damage of any or all of the following types:
 - (i) additional internal or project costs;
 - (ii) the cost of repairing or replacing Deliverables and the Solution;
 - (iii) the cost of having additional services performed by a Third Party; and
 - (iv) legal fees.

- (e) Subject to clause 27.1(f), the Service Provider is not responsible for a failure to meet its obligations under this Contract to the extent that the failure is directly caused by inaccurate or incomplete Department Data (that is not Pre-Contract Information) which is required by the Service Provider to perform the Contract.
- (f) The Service Provider is only entitled to the benefit of clause 27.1(e) in relation to inaccurate or incomplete Department Data (that is not Pre-Contract Information) if the Service Provider Notifies the Department immediately it becomes aware that the relevant Department Data is inaccurate or incomplete or is inconsistent with other Department Data.

27.2 Review of Limitation

- (a) The Parties acknowledge that the limitation of liability specified in Item 11 of Schedule 1 (Contract Details) will be subject to review in the event that the Contract is varied or extended.
- (b) For the avoidance of doubt, a Party may require a review of the limitation of liability specified in Item 11 of Schedule 1 (Contract Details) as a condition of its agreement to a Contract variation request, but only for the purpose of achieving a proportionate adjustment to reflect any alteration to that Party's risk exposure arising out of that variation.

27.3 Contributory Negligence

The liability of a Party (**Party A**) for any Losses incurred by the other Party (**Party B**) will be reduced proportionately to the extent that:

- (a) any negligent, wilful or wrongful act or omission of Party B (or of its Subcontractors or Personnel); or
- (b) any failure by Party B to comply with its obligations and responsibilities under this Contract,
- (c) contributed to those Losses, regardless of whether legal proceedings are brought by Party A for negligence or breach of contract.

28. INSURANCE

28.1 Insurance Coverage

The Service Provider must effect (if not already effected before the Commencement Date) and maintain during the Contract Period (and in respect of clause 28.1(c) for seven years after the end of the Contract Period, the following types of insurance policies and registrations in accordance with this clause 28:

- (a) public and products liability insurance on an occurrence basis for:

- (i) public liability insurance: an insured amount of not less than the amount specified in Item 13 of the Contract Details per occurrence and in the aggregate for all occurrences during any one 12 month policy period; and
- (ii) products liability insurance: an insured amount of not less than the amount specified in Item 14 of the Contract Details per occurrence and in the aggregate for all occurrences during any one 12 month policy period,

which policy must cover liability for computer related products to be supplied by the Service Provider.

- (b) workers' compensation insurance:
 - (i) as required by Law under any Statute relating to workers' or accident compensation and, where common law claims are permissible outside of the relevant statutory scheme, insurance for employers' liability at common law with a limit of indemnity of not less than the amount specified in Item 15 of the Contract Details for any one event; and
 - (ii) in each country, state or territory where the Service Provider's employees normally reside, where their contract of employment was made or where work is undertaken.
- (c) professional liability or 'errors and omissions' insurance on a claims made basis for an insured amount of not less than the amount specified in Item 16 of the Contract Details per claim and in aggregate for all claims during any one 12 month policy period which covers the civil liability of the Service Provider arising from wrongful acts or omissions of the Service Provider, Service Provider Personnel, or of someone for whose wrongful acts or omissions the Service Provider is legally responsible. The policy must include cover for infringement of copyright or trademark, solely with respect to Software and Software code and design, committed or attempted in the performance of professional services;
- (d) property insurance to cover loss or damage to property specified under clause 28.3, including liability cover for loss or damage to the property of others in the care, custody and control of the Service Provider; and
- (e) cyber risks insurance for an amount of not less than the amount specified in Item 17 of the Contract Details covering:
 - (i) the Service Provider, Service Provider Personnel and the Department for their:
 - (A) repair, replacement, recreation or restoration costs for systems or data;
 - (B) investigation, public relations, business interruption and legal costs; and
 - (C) loss of money or property paid in connection with an extortion demand; and

- (ii) the liability of the Service Provider and any Service Provider Personnel (including liability to the Department) for Third Party claims, fines, penalties and other costs.

28.2 Terms of Insurance

- (a) The Service Provider must:
 - (i) if requested by the Department, promptly provide to the Department a certificate of currency evidencing compliance with the terms of this clause 28 for any insurance policy required to be effected and maintained pursuant to this clause 28;
 - (ii) ensure that Subcontractors effect and maintain valid and enforceable insurance policies of the types specified in clause 28.1 and in amounts that are appropriate taking into consideration the services to be provided by Subcontractors in connection with the Contract;
 - (iii) notify the Department in writing:
 - (A) within five Business Days after the Service Provider becomes aware of an event which would give the Service Provider's insurer the right to terminate any of the policies required by clause 28.1;
 - (B) within five Business Days after the Service Provider's insurer gives the Service Provider Notice that it intends to cancel or commute any of the policies required by clause 28.1.
- (b) The insurance policies in clauses 28.1 must include cover for the Service Provider' liability for the acts and omissions of the Subcontractors to the same extent as if they were the acts and omissions of the Service Provider.
- (c) Without limiting the Service Provider's responsibility for acts or omissions of its Subcontractors, any deficiencies in the coverage or policy limits of the Subcontractor's insurance is the sole responsibility of the Service Provider.
- (d) All policies of insurance:
 - (i) must be entered into with an insurer which has a rating of A- or better by AM Best or an equivalent rating organisation at the date when cover is commenced, or for workers' compensation insurance the insurer (including any self-insurance) must be authorised by Law; and
 - (ii) must be governed by the Law of an Australian state or territory.
- (e) The effecting and maintaining of insurance as required by this clause 28 does not limit or expand the liabilities or obligations of the Service Provider under the other provisions of the Contract.

28.3 Risk of Loss and Damage

The Service Provider will be responsible for risk of loss of, and damage to, any property, Infrastructure, or other Materials used by it to provide the Services, except to the extent that any loss of, or damage to, any such property, Infrastructure or other Materials used by it, is caused by a malicious or negligent act or omission of the Department or Department Personnel.

28.4 Department Entitlement

If the Service Provider fails to satisfy its obligations under clauses 28.1, 28.2 or 28.6, the Department is entitled to take out and maintain such insurance policies and pay the premiums as necessary and then deduct such amounts from any Service Charges or other moneys that are or may become due to the Service Provider or recover the same from the Service Provider as a debt. The Service Provider must provide the Department with all reasonable assistance and information without delay in order to allow the Department to exercise this right.

28.5 Excess

- (a) In the event of a claim under any of the policies referred to in this clause 28, the Service Provider will be liable for any excess applicable except to the extent that the claim is due to the negligent act or omission of or breach of the Contract by:
 - (i) Health which will be the responsibility of Health and will be paid by Health or reimbursed by Health to the Service Provider; or
 - (ii) more than one Party in which the extent of the excess will be paid by the Parties in proportion to their liability for their loss or damage which gave rise to the claim.

28.6 Compliance with Insurance

The Service Provider must ensure that in relation to any insurance policy required to be effected and maintained by it pursuant to clause 28.1, it:

- (a) complies with and abides by all the terms and conditions of the insurance policies;
- (b) notifies the Department, as soon as practicable, of any event which may result in an insurance policy lapsing or being cancelled or being avoided;
- (c) gives, full, true and particular information to the insurer of all matters and things the non-disclosure or misrepresentation of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance;
- (d) does everything reasonably required to claim and to collect or recover monies due under any insurance policy; and
- (e) where the Service Provider becomes aware that an insurer's security rating has fallen below A — with AM Best or the equivalent rating with another recognised rating

agency, immediately inform the Department and if requested by the Department, seek alternative equivalent insurance to replace the insurance held with such an insurer without unreasonable delay.

29. CHANGE OF CONTROL OF THE SERVICE PROVIDER

29.1 Change of Control

- (a) Subject to clause 29.1(b), the Service Provider must seek Department Contract Manager's prior written consent to any proposed change in Control of it by providing Notice to the Department at least 15 Business Days before the proposed change in Control is to occur.
- (b) If a change in Control of the Service Provider occurs as a result of a transfer of shares or other interests listed on a recognised stock exchange and the consent of Department Contract Manager could not have been obtained in accordance with clause 29.1(a), the Service Provider must seek that consent by providing Notice to the Department within five Business Days after the change in Control.
- (c) In any Notice given to the Department seeking consent to a change in Control, the Service Provider must include the following details:
 - (i) the ownership and management arrangements of the Service Provider that were in place immediately before the change or, if the change has yet to occur, that were in place at the time the Service Provider became aware of the prospective change;
 - (ii) the ownership and management arrangements of the Service Provider that have been or will be put in place as a consequence of the change or, if the change has yet to occur, that the Service Provider reasonably expects to be put in place if the change occurs;
 - (iii) the impact (if any) that the change has had on the Service Provider's ability to meet its obligations under the Contract or, if the change has yet to occur, that the Service Provider reasonably expects the change to have on that ability; and
 - (iv) the steps the Service Provider has taken or proposes to take to minimise the impact of the change or prospective change.
- (d) If there is a change in Control of the Service Provider and Department Contract Manager does not consent to the change in Control, then the Department may:
 - (i) give the Service Provider a Notice of termination under clause 34.2(a)(v); or
 - (ii) agree not to give the Service Provider a Notice of termination under clause 34.2(a)(v), subject to the Service Provider providing further information, giving specified undertakings, or executing further agreements (including a variation to the Contract under clause 35), as may be required by the Department.

- (e) Nothing in this clause 29 requires the Service Provider to act in a manner inconsistent with its obligations under the *Corporations Act 2001* (Cth) or equivalent laws and regulations in a foreign jurisdiction.

30. RIGHTS REGARDING MONIES PAYABLE

30.1 Withholding payment

The Department is entitled to withhold from any payment due to the Service Provider under the Contract if there is a breach of the Contract, an amount that the Department reasonably considers appropriate to protect it from loss arising from that breach if the Department has provided Notice to the Service Provider that payment will be withheld if the breach is not remedied within 10 Business Days.

30.2 Recovering overpayments

If an invoice is found to have been rendered incorrectly after payment, any overpayment is recoverable from the Service Provider as a debt due to the Department.

30.3 Interest

The Department is entitled to charge interest on amounts due to it under the Contract from when the amount is overdue until when it is paid. The interest rate charged will not exceed the general interest rate charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth).

31. ACCOUNTS, BOOKS AND RECORDS

- (a) The Service Provider must keep, maintain and audit adequate accounts, books and records in sufficient detail to enable the amounts payable by the Department under this Contract to be determined.
- (b) The accounts and records to be held in accordance with this clause 31 must be retained for a period of seven years after the expiry or earlier termination of this Contract.

32. AUDIT AND ACCESS REQUIREMENTS

32.1 Scope of Audits

Audits may be conducted under clause 32.3 in respect of:

- (a) the Service Provider's compliance with all its obligations under the Contract; and
- (b) any other matters reasonably determined by the Department to be relevant to the performance of the Service Provider's obligations under this Contract.

32.2 Right to conduct Audits

The Department, including its authorised Personnel, may conduct audits relevant to the performance of the Service Provider's obligations under this Contract. Audits may be conducted of:

- (a) the Service Provider's operational practices and procedures as they relate to this Contract, including security and workplace health and safety procedures;
- (b) the accuracy of the Service Provider's invoices and reports in relation to the provision of the Services under this Contract;
- (c) the Service Provider's compliance with its confidentiality, privacy and security obligations under this Contract;
- (d) Material (including books and records) in the possession of the Service Provider's relevant to the Services or Contract; and
- (e) any other matters determined by the Department to be relevant to the Services or Contract.

32.3 Process of conducting the Audits

- (a) The Service Provider must participate promptly and cooperatively in any audits conducted by the Department or its authorised Personnel.
- (b) Except in those circumstances in which Notice is not practicable or appropriate, the Department must give the Service Provider reasonable Notice of an audit and, where reasonably practicable, an indication of which documents or class of documents the auditor may require.
- (c) Subject to any express provisions in this Contract to the contrary, each Party must bear its own costs associated with any audits.
- (d) Subject to clauses 32.3(e) and 32.3(f), the requirement for, and participation in, audits does not in any way reduce the Service Provider's responsibility to perform its obligations in accordance with this Contract.
- (e) The Department must use reasonable endeavours to ensure that audits do not unreasonably delay or disrupt any Material with respect to the Service Provider's performance of its obligations under this Contract.
- (f) The Service Provider must promptly take, at no additional cost to the Department, Corrective Action to rectify any error, non-compliance or inaccuracy identified in any audit in the way the Service Provider has under this Contract:
 - (i) supplied any Services; or
 - (ii) calculated charges, or any other amounts or fees billed to the Department.

32.4 Access to the Service Provider's Premises and Records

- (a) For the purposes of clause 32.2 and 32.3 and this clause 32.4, the Service Provider must grant, and where relevant must ensure that its Subcontractors grant, the Department and its authorised Personnel access as required by the Department or its authorised Personnel, to the Service Provider's premises and data, records, accounts and other financial material or Material relevant to the performance of this Contract (excluding Material relating to the Service Provider's margins, cost data, internal audit reports or information that relates to other customers of the Service Provider).
- (b) In the case of documents or records stored on a medium other than in writing, the Service Provider must make available on request at no additional cost to the Department such reasonable facilities as may be necessary to enable a legible reproduction to be created.
- (c) The Service Provider must ensure that any Subcontract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in this clause 32.4 and in clause 32.1 with respect to the Subcontractor's premises, data, records, accounts, financial material and information of its personnel.
- (d) This clause 32.4 applies for the Contract Period and for a period of five years from the date of its expiry or termination.
- (e) In the exercise of the general rights granted by this clause 32.4, the Department must use reasonable endeavours not to unreasonably interfere with the Service Provider's performance under this Contract in any material respect.
- (f) Without limiting any of its other obligations under this Contract, the Service Provider must, at its own cost, ensure that it keeps full and complete records in accordance with all applicable Accounting Standards and that data, information and records relating to this Contract or its performance are maintained in such a form and manner as to facilitate access and inspection under this clause.
- (g) Nothing in this Contract reduces, limits or restricts in any way any function, power or right of the Auditor-General, the Privacy Commissioner or the Commonwealth Ombudsman, or their respective delegates.

32.5 Auditor-General, Privacy Commissioner and Commonwealth Ombudsman

The rights of the Department under this clause 32 apply equally to the Auditor-General, the Privacy Commissioner and the Commonwealth Ombudsman, and their respective delegates, for the purpose of performing their statutory functions or powers.

32.6 Service Provider to comply with Auditor-General, Privacy Commissioner or Commonwealth Ombudsman Requirements

The Service Provider must do all things necessary to comply with any requirements of the Auditor-General, the Privacy Commissioner or the Commonwealth Ombudsman or their

respective delegates, as notified to the Service Provider under this clause, provided that such requirements are legally enforceable and within the power of the requesting official.

32.7 Interpretation of this clause

In this clause:

- (a) a reference to the 'Auditor-General' is a reference to the Auditor-General or equivalent office holder with jurisdiction over the Commonwealth;
- (b) a reference to the 'Privacy Commissioner' is a reference to the Privacy Commissioner or equivalent office holder (if any) with jurisdiction over the Commonwealth; and
- (c) a reference to the 'Commonwealth Ombudsman' is a reference to the Commonwealth Ombudsman or equivalent office holder with jurisdiction over the Commonwealth.

33. DISPUTE RESOLUTION

33.1 No arbitration or court proceedings

If a dispute arises in relation to the conduct of this Contract (**Dispute**), a Party must comply with this clause 33 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). If a Party has sought or obtained any urgent interlocutory relief that Party must then follow this clause 33.

33.2 Notification

A Party claiming a Dispute has arisen must give the other Party Notice setting out details of the Dispute.

33.3 Parties to resolve Dispute

- (a) During the 10 Business Days after a Notice is given under clause 33.2 (or longer period if the Parties agree in writing), each Party must use its reasonable efforts to resolve the Dispute. If the Parties cannot resolve the Dispute within that period or such longer period that they may agree to, they must refer the Dispute to a mediator (or if the dispute is solely in relation to a factual issue and not, for example, to the interpretation of this Contract, to an expert) if one of them requests.
- (b) Despite the existence of a Dispute, both Parties must (unless requested in writing by the other Party not to do so) continue to perform their obligations under this Contract.

33.4 Appointment of expert or mediator

If the Parties to the Dispute cannot agree on an expert or mediator within five Business Days after a request under clause 33.3(a), the chairperson of Resolution Institute or the chairperson's nominee will appoint an expert or mediator, as applicable.

33.5 Expert finding

The Parties agree to be bound by the findings of the expert appointed under clauses 33.3 or 33.4.

33.6 Role of mediator and obligations of Parties

The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a Party except if the Party agrees in writing. Unless agreed by the mediator and Parties, the mediation must be held within 15 Business Days of the request for mediation in clause 33.3(a). The Parties must attend the mediation and act in good faith to genuinely attempt to resolve the Dispute.

33.7 Confidentiality

Any information or documents disclosed by a Party under this clause 33:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

33.8 Costs

Each Party must pay its own costs of complying with this clause 33. The Parties must equally pay the costs of any expert or mediator.

33.9 Termination of process

A Party may terminate the dispute resolution process by giving Notice to the other Party after it has complied with clauses 33.1 to 33.6. Clauses 33.7 and 33.8 survive termination of the dispute resolution process.

33.10 Breach of this clause

If a Party breaches clauses 33.1 to 33.9, the other Party does not have to comply with those clauses in relation to the Dispute.

33.11 Clause does not apply in certain circumstances

This clause 33 does not apply to any action undertaken by either Party under, or purportedly under, clause 34.

34. TERMINATION**34.1 Termination and reduction for convenience by the Department**

- (a) The Department may, at any time, by giving not less than 14 days' Notice to the Service Provider, terminate this Contract or reduce the scope of the Services.
- (b) If this Contract is terminated under clause 34.1(a), the Department is liable only for:

- (i) payments under clause 18 for the Services which were performed in accordance with this Contract before the Contract End Date; and
- (ii) reasonable and substantiated costs incurred by the Service Provider and which are directly attributable to the termination. No sum in respect of loss of profit is payable under this clause.
- (c) If the scope of the Services is reduced, the Department's liability to pay the Service Charges in respect of the Services provided on and after the effective date of the reduction abates in accordance with the reduction in the scope of the Services.
- (d) The Department is not liable to pay compensation under clause 34.1(b) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Service Provider, exceed the amount that would have been payable under this Contract had it not been terminated.

34.2 Termination by the Department for default

- (a) Without limiting any other rights or remedies the Department may have against the Service Provider arising out of or in connection with this Contract, the Department may terminate this Contract effective immediately by giving Notice to the Service Provider if:
 - (i) the Service Provider breaches any provision of this Contract and fails to remedy the breach within 10 Business Days or such longer period as may be specified in the Notice after receiving Notice requiring it to do so;
 - (ii) the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy;
 - (iii) the Service Provider is in material breach of this Contract and the breach results, or is likely to result, in material damage to the Department's reputation or the Australian Government's reputation;
 - (iv) the Service Provider would incur liability under this Contract which but for clause 27 would exceed the limitation amount set out in clause 27.1(a);
 - (v) an event occurs in respect of which the Contract provides that a Notice of termination may be given under this clause 34.2(a)(v);
 - (vi) the Service Provider fails to give a Notice under clause 36.3(d) in circumstances where the Notice was required to be given; or
 - (vii) the Service Provider gives a Notice under clause 36.3(d) and the Department (in its discretion) considers that it has or may be adversely affected by the matters set out in the Notice and the Department's right to terminate on the basis of the matters set out in the Notice is not stayed by operation of Law.
- (b) Without limitation, for the purposes of clause 34.2(a), each of the following constitutes a breach of a material provision:

- (i) the occurrence of an event or circumstance where this Contract expressly states that the Department may terminate this Contract on that specific event or circumstance occurring;
- (ii) breach of warranty under clause 12 (Service Provider warranties); and
- (iii) a failure to comply with:
 - (A) clause 4.2 (Conflicts of Interest);
 - (B) clause 8 (Electronic Prescribing System Data);
 - (C) clause 9 (Provision and use of Department Material and Department Data);
 - (D) clause 13 (Harmful Code);
 - (E) clause 22 (Confidentiality);
 - (F) clause 23 (Department Security);
 - (G) clause 24 (Protection of Department Data and Department Material);
 - (H) clause 25 (Protection of Personal Information); or
 - (I) clause 42.6 (Assignment and novation).
- (c) If this Contract is terminated under clause 34.2(a), the Department is liable only for payments under clause 18 for the Services performed in accordance with this Contract.

34.3 Termination by the Service Provider for default

Without limiting any other rights or remedies the Service Provider may have against the Department arising out of or in connection with this Contract, the Service Provider may terminate this Contract by giving at least 60 days' Notice to the Department if the Department has not paid a correctly rendered invoice within 60 days of written demand for payment of the unpaid invoice.

34.4 Wrongful termination

If the Department terminates or purports to terminate this Contract or removes any Services from the scope of this Contract, and it is subsequently found by any competent authority that the action was wrongful:

- (a) that action will be deemed to have been a termination or reduction of the scope of the Services in accordance with clause 34.1; and
- (b) the Service Provider's sole rights in those circumstances will be those, and the Department's maximum liability will not exceed that, set out in clause 34.1.

34.5 Mitigation

Each Party must use reasonable endeavours to mitigate its Loss in the event of termination of this Contract in whole or in part, termination of Additional Services or removal of any Services from scope for any reason.

34.6 Survival

The following clauses survive the termination or expiry of this Contract:

- (a) this clause 34.6 (Survival);
- (b) clause 8 (Electronic Prescribing System Data);
- (c) clause 12 (Service Provider warranties);
- (d) clause 21 (Intellectual Property Rights);
- (e) clause 22 (Confidentiality);
- (f) clause 23 (Department Security);
- (g) clause 24 (Protection of Department Data and Department Material);
- (h) clause 25 (Protection of Personal Information);
- (i) clause 26 (Third Party Indemnity);
- (j) clause 27 (Liability);
- (k) clause 28 (Insurance);
- (l) clause 31 (Accounts, Books and Records);
- (m) paragraph 4.1 (Transition-out) in Schedule 3 (Statement of Requirement);
- (n) clause 34.1 (Termination by the Department for Convenience);
- (o) clause 34.5 (Mitigation);
- (p) clause 32 (Audit and Access Requirements); and
- (q) any other provision of this Contract which, by its nature, is intended to survive the termination or expiry of this Contract.

34.7 Termination does not affect accrued rights

The occurrence of the Contract End Date, including by termination of this Contract, does not affect any accrued rights or remedies of a Party.

35. VARIATION

35.1 Variations to this Contract to be in writing

No variation of this Contract will be binding on the Parties unless it is in writing and signed by them.

35.2 Variation procedure

- (a) If a Party (the Proponent) wants to vary this Contract it must provide the other Party (the Respondent) with details of the variations in writing, substantially in the form of Schedule 9 (Change Order). Within 20 Business Days after receiving the Proponent's request or as otherwise agreed by the Parties, the Respondent must respond in writing to the Proponent either accepting or rejecting the variation proposal. Promptly after agreeing to the variations the Parties must execute an instrument containing those changes produced by the Proponent.
- (b) This Contract may also be varied in relation to an agreement by the Parties, for the provision of Additional Services, effected under clause 6.

35.3 Additional Fees

The Department is not liable for the cost of any additional work undertaken or expenditure incurred by the Service Provider pursuant to a variation of this Contract unless such variation has been effected in accordance with this clause 35 or clause 6.

36. NOTICES

36.1 Contract Representatives authority

- (a) The Contract Representative for each Party has authority to represent the Party for all matters relating to this Contract, including:
 - (i) sending and receiving Notices and day-to-day communications; and
 - (ii) exercising a Party's rights under the Contract.
- (b) A Party may change its Contract Representative and the contact details for its Contract Representative by Notice, without the need for a variation under clause 35.

36.2 Notices

- (a) A communication from one Party to the other Party relating to this Contract must be:
 - (i) in writing, in hard-copy or by email;
 - (ii) (in the case of a hard-copy communication) signed by, or sent by (in the case of an email communication), the sending Party's Contract Representative;
 - (iii) addressed to the other Party's Contract Representative;

- (iv) in the case of a hard-copy communication, sent by express mail or courier or hand-delivered to the receiving Party's Contract Representative address in Item 4 of Schedule 1 (Contract Details) (or, if the address has been changed under clause 36.1(b), that changed address); and
 - (v) in the case of an email communication, sent by email to the receiving Party's Contract Representative address in Item 4 of Schedule 1 (Contract Details) (or, if the email address has been changed under clause 36.1(b), that changed email address).
- (b) A Notice given in hard copy is taken to be received when it is delivered by hand or courier or, if it is posted, three Business Days after the date of posting (if posted in Australia) or 10 Business Days after the date of posting (if posted outside Australia).
 - (c) A Notice given by email is taken to be received when it reaches the receiving Party's email server, unless the sending Party receives an error message indicating that the receiving Party's Contract Representative has not received the message.

36.3 Reporting by the Service Provider

- (a) The Service Provider must comply with reporting requirements set out in the Statement of Requirement and any applicable Plan.
- (b) During the period during which Services are required to be provided under this Contract, as reasonably requested by the Department in a Notice, the Service Provider must (in addition to any reporting requirements in the Statement of Requirement) provide written reports on the Service Provider's performance of its obligations under this Contract. The Department may request that such reports include information on:
 - (i) the Service Provider's past performance under this Contract;
 - (ii) activities preparatory to the Service Provider's future performance; and
 - (iii) risks and issues associated with the Service Provider's performance.
- (c) The Service Provider must comply with the Department's reasonable directions in a Notice regarding the format, content and timing of a report requested under clause 36.3(b) and such reports must be provided at no additional cost to the Department.
- (d) The Service Provider must notify the Department within three Business Days if any of the following occur:
 - (i) the Service Provider or any of the Service Provider's Personnel is convicted of a criminal offence, investigated by a government agency for alleged fraudulent behaviour, is subject to any claim or suit for alleged fraudulent behaviour or makes an admission of fraudulent behaviour (whether or not the fraudulent behaviour relates to this Contract); or
 - (ii) an Insolvency Event is experienced by the Service Provider.

37. COMPLIANCE WITH LAW AND POLICY

37.1 General obligation

- (a) The Service Provider must, in performing its obligations under this Contract, comply with all applicable Laws and Applicable Policies.
- (b) Without limiting any other obligations under this Contract, the Service Provider must comply with all government policies notified to the Service Provider by the Department from time to time which are relevant to the obligations of the Service Provider under this Contract.

37.2 Offences under Commonwealth crime legislation

The Service Provider acknowledges and agrees that:

- (a) any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of data held in any computer (or, in some cases, any storage device) in the course of performing the Services may be an offence under Part 10.7 of the *Criminal Code Act 1995* (Cth) for which there are a range of penalties, including a maximum of 10 years imprisonment;
- (b) the giving of false and misleading information to the Commonwealth or its Personnel is a serious offence under Division 137 of the *Criminal Code Act 1995* (Cth); and
- (c) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Contract (other than to a person to whom the Service Provider is authorised to publish or disclose the fact or document) may be an offence under Part 5.6 of the Schedule to the *Criminal Code Act 1995* (Cth), the maximum penalty for which is seven years imprisonment.

37.3 Freedom of Information

- (a) In clauses 37.3(b) to 37.3(f) 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982* (Cth) (FOI Act).
- (b) The Service Provider acknowledges that the Contract may be a Commonwealth contract, in which case this clause 37.3 will apply.
- (c) Where the Department has received a request for access to a document created by, or in the possession of, the Service Provider or any Subcontractor that relates to the performance of the Contract, the Department may at any time by Notice, require the Service Provider to provide the document to the Department, and the Service Provider must, at no additional cost to the Department, promptly comply with the Notice.
- (d) The Service Provider must comply with, and must do any such things as may be reasonably necessary to assist the Department to comply with, the FOI Act. For the avoidance of doubt, the Department Confidential Information, Department Data and Department Material will, to the extent applicable, be deemed to be documents of,

and in the possession of, the Department for the purposes of the application of the FOI Act.

- (e) The Service Provider must indicate if it believes any Material provided by it should be exempt from the operation of the FOI Act.
- (f) The Service Provider must ensure that any Subcontract for the provision of the Services contains clauses requiring the Subcontractor to comply with this clause 37.3 as if it were the Service Provider, including the requirement in relation to Subcontracts.
- (g) Clauses 37.3(b) to 37.3(f) apply for the Contract Period and for a period of seven years after the termination or expiry of the Contract, whichever is later.

37.4 Work Health and Safety

- (a) In this clause 37.4, 'Notifiable Incident' and 'Regulator' have the meanings given in the *Work Health and Safety Act 2011* (Cth) (**WHS Act**).
- (b) The Service Provider must:
 - (i) ensure that the Services are provided in a manner that does not pose any avoidable health or safety risk to Service Provider Personnel, to Department Personnel or to any other person;
 - (ii) not, and must ensure Service Provider Personnel do not, by act or omission, place the Department in breach of its obligations under any Laws concerning health and safety, including the WHS Act; and
 - (iii) if the Service Provider is required by the WHS Act to report a Notifiable Incident to the Regulator in relation to Services, promptly notify the Department of the Notifiable Incident and, if requested by the Department, provide a copy of any written notice given to the Regulator.
- (c) At the Department's request, the Service Provider must provide reasonable assistance to the Department or Comcare (including giving the Department, Comcare and their agents access to the Service Provider's premises, files, information technology systems and Personnel) in connection with any monitoring, inspection, investigation or audit of work health and safety matters arising in relation to the provision of the Services.

37.5 Workplace gender equality

- (a) The Service Provider must, if it is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**):
 - (i) comply with its obligations, if any, under the WGE Act; and
 - (ii) not enter into a subcontract with an entity named in a report tabled in the Australian Parliament by the Director of the Workplace Gender Equality Agency as a Service Provider that has not complied with the WGE Act.

- (b) If the Service Provider is a 'relevant employer' under the WGE Act and becomes non-compliant with the WGE Act during the Contract Period, the Service Provider must notify Department Contract Manager as soon as reasonably practical.
- (c) The Service Provider must provide a current letter of compliance from the Workplace Gender Equality Agency within 12 months from the Commencement Date and following this, annually, to Department Contract Manager.
- (d) Compliance with the WGE Act does not relieve the Service Provider from its responsibility to comply with its other obligations under the Contract.

37.6 Black Economy Procurement Connected Policy

- (a) The Service Provider must not enter into a Subcontract with a proposed Subcontractor (or agree to a novation of a Subcontract to a proposed Subcontractor) if the total value of all work under the Subcontract is expected to exceed \$4 million (GST inclusive), unless the Service Provider has obtained and holds any the following Statement of Tax Records (STRs), as applicable to the proposed Subcontractor:

Item No.	If the proposed Subcontractor is:	STRs required
1.	A body corporate or natural person	a satisfactory and valid STR in respect of that body corporate or natural person.
2.	A partner acting for and on behalf of a partnership	a satisfactory and valid STR: <ul style="list-style-type: none"> (i) on behalf of the partnership; and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of the Subcontract.
3.	A trustee acting in its capacity as trustee of a trust	a satisfactory and valid STR in respect of the: <ul style="list-style-type: none"> (i) trustee; and (ii) the trust.
4.	A joint venture participant	a satisfactory and valid STR in respect of: <ul style="list-style-type: none"> (iii) each participant in the joint venture; and (iv) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator.
5.	A member of a Consolidated Group	a satisfactory and valid STR in respect of: <ul style="list-style-type: none"> (i) the relevant member of the Consolidated Group who will be the Subcontractor; and (ii) the head company in the Consolidated Group.

Item No.	If the proposed Subcontractor is:	STRs required
6.	A member of a GST Group	a satisfactory and valid STR in respect of the: (iii) GST Group member who will be the Subcontractor; and (iv) GST Group representative.

- (b) The Service Provider must obtain and hold additional STRs in the following circumstances within 10 Business Days of the Service Provider becoming aware of the circumstances arising:

Item No.	If the Service Provider or Subcontractor is:	Additional STRs required
1.	A partner acting for and on behalf of a partnership	a satisfactory and valid STR in respect of any additional partner that becomes directly involved in the delivery of this Contract or Subcontract (as applicable).
2.	A trustee acting in its capacity as trustee of a trust	a satisfactory and valid STR in respect of any new trustee appointed to the trust.
3.	A joint venture participant	a satisfactory and valid STR in respect of any new: (v) participant in the joint venture; or (vi) operator of the joint venture.
4.	A member of a Consolidated Group	a satisfactory and valid STR in respect of any new head company of the Consolidated Group.
5.	A member of a GST Group	a satisfactory and valid STR in respect of any new representative for the GST Group.

- (c) The Service Provider must provide the Department with copies of the STRs referred to in clause 37.6(a) or 37.6(b) within five Business Days after receiving a written request from the Department.
- (d) For the purposes of this Contract, an STR is taken to be:
- (i) **satisfactory** if the STR states that the entity has met the conditions, as set out in the Black Economy Procurement Connected Policy, of having a satisfactory engagement with the Australian tax system; and
 - (ii) **valid** if the STR has not expired as at the date on which the STR is required to be provided or held.

37.7 Indigenous Procurement Policy

- (a) It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see the Commonwealth Indigenous Procurement Policy for further information).
- (b) The Service Provider must use its reasonable endeavours to increase its:
 - (i) purchasing from Indigenous enterprises; and
 - (ii) employment of Indigenous Australians,in the delivery of the Services.
- (c) Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a Subcontractor, and use of Indigenous Service Providers in the Service Provider's supply chain.
- (d) In this clause, 'Indigenous enterprise' means an organisation that is 50 per cent or more Indigenous owned that is operating a business.
- (e) Without limiting clause 37.7(b), the Service Provider must comply with:
 - (i) the Indigenous Participation Plan in Schedule 11 (Indigenous Participation Plan); and
 - (ii) any directions issued by the Department in relation to the Service Provider's implementation of the Indigenous Participation Plan.
- (f) The Service Provider must report against its compliance with the Indigenous Participation Plan:
 - (i) quarterly during the Contract Period; and
 - (ii) within five Business Days after the end of the Contract Period or termination of this Contract.

37.8 Fraud

- (a) The Service Provider must not, and must ensure that its Personnel do not, engage in any Fraud in relation to the performance of this Contract.
- (b) The Service Provider must immediately notify the Department if the Service Provider becomes aware of any actual or suspected Fraud in relation to the performance of this Contract.
- (c) The Department may conduct an investigation in relation to any actual or suspected Fraud in relation to the performance of this Contract. If the Department conducts an investigation in accordance with this clause 37.8(c), the Service Provider must provide

all reasonable assistance and comply with any direction given by the Department in relation to the investigation.

- (d) If an investigation conducted in accordance with clause 37.8(c) finds that the:
 - (i) the Service Provider or any of its Personnel have committed Fraud; or
 - (ii) the Service Provider failed to take reasonable steps to prevent Fraud by its Personnel;
 - (iii) then,
 - (iv) the Service Provider must indemnify the Department and pay on demand the amount of any Loss arising out of or in connection with the Fraud; and
 - (v) the Department may terminate this Contract in accordance with clause 34.2.

37.9 Modern Slavery Act

- (a) The Service Provider must not, and must ensure that its Subcontractors do not, engage in any exploitative labour practice in the performance of the Services regardless of whether or not that practice is unlawful in the relevant location.
- (b) The Service Provider must provide, and must ensure that each of its Subcontractors provides, any information or records reasonably required by the Department in relation to the Service Providers, its Subcontractors and the performance of the Contract and relevant Subcontracts, for the purposes of the Department satisfying its obligations as a reporting entity under the *Modern Slavery Act 2018* (Cth), including in relation to the matters set out in section 16 of that Act.
- (c) The Service Provider must provide the information and records required under clause 37.9(a) within 10 Business Days of a written request from the Department.

37.10 Competition law

- (a) The Service Provider acknowledges that its performance of the Services may put it in a position that allows it to influence competition in the market for electronic prescribing.
- (b) Except as provided for under clause 37.10(c), the Service Provider must ensure that it is not involved in, nor supports, any conduct that could result in:
 - (i) a breach of the *Competition and Consumer Act 2010* (Cth); or
 - (ii) a reduction in competition between any participant or potential participant in the market for electronic prescribing.
- (c) The Service Provider will not be in breach of this clause 37.10 if the relevant conduct has been authorised by the Australian Competition and Consumer Commission or is otherwise expressly permitted by law.

38. ADVERSE EVENTS

38.1 Adverse events

- (a) Without limiting clause 39, if the Service Provider becomes aware of any matter which adversely affects or could adversely affect its performance of the Services in accordance with the requirements of the Contract, the Service Provider must give Notice of that matter to Department Contract Manager within a reasonable timeframe (and, in any event, within five Business Days after the Service Provider knows about the matter) containing:
 - (i) particulars of the matter;
 - (ii) its likely impact; and
 - (iii) the Service Provider's recommendation as to how to minimise its impact upon the scope, timing or performance generally of the Services in accordance with the Contract.
- (b) If the Service Provider gives Notice under clause 38.1(a), the Department may:
 - (i) approve the Service Provider's recommendation referred to in clause 38.1(a)(iii) in which case the Service Provider must implement its recommendation;
 - (ii) direct the Service Provider to take all reasonable steps to minimise the impact of the matter upon the scope, timing or performance generally of the Services; and
 - (iii) take any other reasonable actions, including directing the Service Provider as is appropriate to comply with the requirements of clause 39 in relation to the matter.

39. EXCUSABLE DELAY EVENTS

39.1 Excusable Delay Events

- (a) Other than as expressly provided in this clause 39 or clause 40, the Service Provider:
 - (i) bears the risk of all delays, disruptions, events or circumstances that affect performance of the Services and the Contract; and
 - (ii) remains obliged to perform the Services and the Contract notwithstanding any such delay, disruption, event or circumstance.
- (b) Neither Party will be:
 - (i) liable for any amount under a remedy (including an indemnity) which would, but for this clause 39, have been available to the Party under the Contract; or
 - (ii) in default under the Contract,

- (iii) to the extent it is prevented by an Excusable Delay Event.
- (c) Where an Excusable Delay Event occurs, and the Service Provider wishes to obtain relief pursuant to this clause 39, the Service Provider must:
 - (i) give Department Contract Manager a Notice:
 - (A) as soon as practicable and in any event within 10 Business Days after the Service Provider first becomes aware of the Excusable Delay Event; and
 - (B) which includes detailed particulars of the Excusable Delay Event giving rise to relief and the default or delay (including, if the issue has been resolved, the nature of the resolution).
 - (d) If the Excusable Delay Event or the consequences of the Excusable Delay Event are continuing, continue to give Department Contract Manager the information required by clause 39.1(c) every five Business Days thereafter or within such other time period agreed with the Department until the Excusable Delay Event or the consequences of the Excusable Delay Event have ceased.
 - (e) For the purposes of the Contract, an Excusable Delay Event means any:
 - (i) fire, flood, earthquake, global health event, elements of nature or act of God;
 - (ii) riot, civil disorder, rebellion or revolution;
 - (iii) Government delay in passing any appropriation bills; or
 - (iv) other cause beyond the reasonable control of the non-performing Party (including in the case of the Service Provider, Service Provider Personnel and Subcontractors), but excluding acts or omissions of the other Party, where that cause is reasonably foreseeable to a person in the position of the non-performing Party (including in the case of the Service Provider, whether the Service Provider Personnel were dealing with the Department or not),
 but, in each case, only if and to the extent that:
 - (v) the non-performing Party is without fault in causing the default or Delay; and
 - (vi) the default or Delay:
 - (A) could not have been prevented by reasonable precautions; and
 - (B) cannot reasonably be circumvented by the non-performing party at its expense through the use of alternative sources, workaround plans or other means including by executing any relevant continuity plan or the use of workload management practices among configurations and sites or any other prudent backup and recovery measures and procedures that the other Party might reasonably expect the non-performing Party to have in place.

- (f) Each Party must make all reasonable efforts to minimise the effects of the Excusable Delay Event. If the affected Party is prevented from performing its obligations under the Contract by the Excusable Delay Event for 60 days or such other period agreed in writing, then the other Party may in its discretion immediately terminate the Contract by giving Notice of termination to the other Party's contract manager.
- (g) Where the Contract is terminated by the Department in accordance with clause 39.1(f):
 - (i) the Service Provider is entitled to payment for work performed in accordance with the Contract up to the date of termination; and
 - (ii) the Parties must otherwise bear their own costs and will be under no further liability to perform the Contract.

40. DEPARTMENT CONDUCT

40.1 Department Conduct

- (a) Subject to 40.1(b), where the Service Provider fails to meet a Service Level, or otherwise fails to comply with the Contract (a **failure**), the Service Provider will in accordance with this clause 40:
 - (i) not be liable in respect of any amount under a remedy which would, but for this clause 40 have been available to the Department under the Contract;
 - (ii) not be in default under the Contract; and
 - (iii) be entitled to an extension of time to meet such requirement or comply with the Contract as further described in clause 40.1(d),
 to the extent only and for the period that the Service Provider's failure has been caused by:
 - (iv) the unlawful or negligent act or omission of the Department or Department Personnel (except the Service Provider or Service Provider Personnel);
 - (v) any failure of the Department to comply with its obligations under the Contract;
 - (vi) the wilful concealment or wilful non-disclosure after the Commencement Date by the Department or Department Personnel (except the Service Provider or Service Provider Personnel) of any information or Material relevant to the provision of the Services;
 - (vii) end user operator error;
 - (viii) an act or omission of the Department or Department Personnel that the Service Provider objectively demonstrates caused or contributed to the failure; or

- (ix) the acts or omissions of OSPs, to the extent that the Service Provider objectively demonstrates that such act or omission caused or contributed to the failure.
- (b) In this clause, Department Conduct refers to an event described in clauses 40.1(a)(iv) to 40.1(a)(ix) which gives rise to the Service Provider's relief (if any) under this clause 40.1.
- (c) If the Service Provider wishes to obtain relief by the operation of clause 40, the Service Provider must:
 - (i) give Department Contract Manager Notice:
 - (A) as soon as practicable and in any event within 10 Business Days after the Service Provider first becomes aware of the event giving rise to relief (if any); and
 - (B) which gives detailed particulars of the event giving rise to relief (if any) and the failure (including, where the issue was resolved, the nature of the resolution);
 - (ii) if Department Conduct, or the consequences of Department Conduct, giving rise to the Service Provider's relief (if any) are continuing — continue to give Department Contract Manager the information required by clause 40.1(c)(i) every five Business Days thereafter, or within such other time period agreed with the Department, until Department Conduct, or the consequences of Department Conduct, giving rise to the relief (if any) in respect of the Contract and the Services, have ceased.
- (d) If Department Conduct has prevented or will prevent the Service Provider from performing an obligation under the Contract and if the Service Provider gives a Notice in accordance with clause 40.1(c), Department Contract Manager will determine a reasonable extension of the period within which the Service Provider must perform the obligation.
- (e) The Service Provider may not obtain relief under this clause 40 in respect of Department Conduct of the kind referred to in clause 40.1(a)(viii) to the extent such Department Conduct:
 - (i) was itself caused by a failure by the Service Provider to comply with the Contract; or
 - (ii) was directed, approved or authorised in writing by the Service Provider in advance.

41. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

41.1 Negation of employment, partnership and agency

The Service Provider:

- (a) is not an agent, representative, trustee, employee or partner of the Department by virtue of this Contract and must not represent itself as such in any circumstances; and
- (b) has no power or authority to act for or to assume any obligation or responsibility on behalf of the Department.

42. OTHER MISCELLANEOUS PROVISIONS

42.1 Entire agreement

This Contract records the entire agreement between the Parties in relation to its subject matter and supersedes any prior negotiations and communications between the Parties in connection with its subject matter, whether written or oral.

42.2 Approvals and consents

Except where this Contract expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Contract.

42.3 No Security

The Service Provider must not, without Department Contract Manager's prior written consent, give or purport to give any security interest in any of its rights to receive payment from the Department under the Contract.

42.4 Public Statement

The Service Provider may not make any public statement about the Contract unless it has first obtained Department Contract Manager's written consent. The Department will not withhold its consent if the Service Provider is required to make the public statement by Law or by the listing rules of a stock exchange.

42.5 Rights are cumulative

The rights, powers, entitlements and remedies provided under the Contract are cumulative with, without prejudice to and not exclusive of any rights or remedies provided by Law or any other right, power, entitlement or remedy under the Contract or at Law.

42.6 Assignment and novation

- (a) The Service Provider may only assign its rights or novate its rights and obligations under this Contract with the prior written consent of the Department.
- (b) If the Service Provider requests the Department to assign its rights or novate its rights and obligations under this Contract, or otherwise request the Department to agree to a change in Control, the Service Provider must:
 - (i) give the Department sufficient information and sufficient Notice to respond to that request, with such Notice not to be less than 30 days; and

- (ii) pay the Department's reasonable costs incurred in responding to that request, including:
 - (A) the cost of undertaking the due diligence required to determine whether or not the Department should consent to that request; and
 - (B) the cost of preparing the legal documentation required to give effect to the assignment or novation.

42.7 Counterparts

This Contract may be executed in counterparts. All executed counterparts constitute one document.

42.8 Further action

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.

42.9 Severability

A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

42.10 Waiver

Waiver of any provision of or right under this Contract:

- (a) must be in writing signed by the Party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

42.11 Governing Law and jurisdiction

This Contract is governed by the law of the Australian Capital Territory and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

42.12 Non-exclusivity

The Service Provider acknowledges and agrees that its appointment under the Contract is on a non-exclusive basis.

Schedule 2 – Glossary

1. ACRONYMS

In this Contract, unless the contrary intention appears, the following acronyms are used:

ACRONYM	DESCRIPTION
ABN	Australian Business Number
ASD	Australian Signals Directorate
ASL	Active Script List
ASLR	Active Script List Register
DTA	Commonwealth Digital Transformation Agency
EPE	Electronic Prescribing Ecosystem
FOI Act	<i>Freedom of Information Act 1982 (Cth)</i>
ICT	Information and Communication Technology
IRAP	Information Security Registered Assessors Program
ISM	Information Security Manual
ITIL	IT Infrastructure Library
OSP	Other Service Provider
PIR	Post Incident Review
PDS	Prescription Delivery Service
PSPF	Protective Security Policy Framework
STR	Statement Tax Records
WGE Act	<i>Workplace Gender Equality Act 2012 (Cth)</i>
WHS Act	<i>Work Health and Safety Act 2011 (Cth)</i>
WofG	Whole of Government

2. DEFINITIONS

In this Contract, unless the contrary intention appears, the following definitions are used:

TERM	DEFINITION
Acceptance	a sign off by the Department in acknowledgment that agreed Acceptance Criteria or alternative acceptance formalities have been satisfied in respect of an element of a Service or a Deliverable.
Acceptance Certificate	a certificate issued by the Department to evidence Acceptance of a Deliverable in accordance with clause 10.5 of the Contract.
Acceptance Criteria	the criteria to be developed by the Service Provider, and Approved by the Department, for the Acceptance Tests.
Acceptance Test Notification Period	the period within which a Party conducting Acceptance Testing must provide the other Party with Notice of the results of the Acceptance Testing as set out in the Acceptance Test Plan or as otherwise agreed between the Parties.
Acceptance Test or Acceptance Testing	the tests for Acceptance of the Services and in accordance with clause 10 of this Contract.
Acceptance Test Period	the period for performance of any Acceptance Tests for a Deliverable as set out in the Acceptance Test Plan or as otherwise agreed between the Parties.
Acceptance Test Plan	the Plan to be prepared by the Service Provider for the Department's Acceptance in accordance with clause 10.4.
Accountability Body	the Commonwealth Parliament (including Committees), a Commonwealth Minister; the Auditor-General (including the Australian National Audit Office), the Privacy Commissioner; the Commonwealth Ombudsman and any person (including a commission or inquiry) whose functions include reviewing, inquiring into, auditing or investigating the Department.
Accountability Obligation	any obligation under a Law, requirement under Commonwealth policy or request by an Accountability Body for the Department to provide information relating to this Contract.
Active Script List	<p>supports the ability for patients to access electronic prescriptions through their assertion of identity rather than through presentation of a token.</p> <p>Active Script Lists contain the summary information associated with electronic prescriptions where:</p> <ul style="list-style-type: none"> the patient has registered for an Active Script List; the electronic prescriptions are appropriate to be loaded to an Active Script List; and the electronic prescriptions are "active" – i.e. not expired, exhausted or cancelled.

TERM	DEFINITION
	Active Script Lists do not contain electronic prescriptions. The summary data for electronic prescriptions in an Active Script List includes the unique identifier for each electronic prescription to enable the retrieval of electronic prescriptions from the PDS.
Active Script List Register	<p>The system and services described in the Statement of Requirement that allows:</p> <ul style="list-style-type: none"> a) a patient to register for an Active Script List; b) prescribing and dispensing systems to add prescriptions/dispense notifications to a patient's Active Script List; and c) mobile application intermediaries to provide mobile applications to allow Patient to view and manage access to their Active Script List.
Additional Services	the Services which may be purchased by the Department pursuant to clause 6 of the Contract.
Agency	<ul style="list-style-type: none"> a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth legislation, or an instrument made under that legislation (including a local authority); b) a body established by the Governor General or by a Minister of State of the Commonwealth, including departments; or c) an incorporated company over which the Commonwealth exercises control.
Applicable Policies	<p>all policies and procedures applicable to this Contract as:</p> <ul style="list-style-type: none"> a) set out in Item 6 of the Contract Details; or b) notified in writing to the Service Provider by the Department.
Approval	the act of the Department approving a particular claim, proposal, Plan or course of action as a basis for further work under the Contract.
Approved Pass-Through Expense	an expense incurred by the Service Provider and Approved by the Department in accordance with Schedule 6 (Service Charges) for which a Tax Invoice is received by the Service Provider and is provided to the Department for reimbursement or direct payment. Approved Pass-Through Expenses do not have a margin or mark-up applied.
Auditor-General	the office established under the <i>Auditor-General Act 1997</i> (Cth) and includes any other entity that may, from time to time, perform the functions of that office.

TERM	DEFINITION
Australian Bureau of Statistics	the Australian Government entity of that name with the ABN 26 331 428 522.
Australian Government	the government of the Commonwealth of Australia.
Australian Government Security Clearance	a security clearance granted to an individual by the Australian Government Security Vetting Agency.
Australian Privacy Principles	has the meaning given in section 14 of the <i>Privacy Act 1988</i> (Cth).
Australian Signals Directorate (ASD)	the Commonwealth Agency with the responsibility for policy and other matters in relation to information security.
Australian Standards	the standards published from time to time by the Standards Association of Australia.
Best Industry Practice	a standard of service or deliverable, in terms of quality, productivity, performance, cost and timeliness of delivery, that, when considered collectively, is a high standard, in accordance with any relevant industry standards applicable to this Contract and which may be expected of a professional organisation experienced in performing services of the scope, type and complexity like the Services.
Billable Volume	the volume of an applicable Resource Unit that is billable by the Service Provider, as calculated in accordance with Attachment A (Pricing Tables) of Schedule 6 (Service Charges).
Billing Period	the regular period over which the Service Charges are invoiced, which is a month except for Additional Services. A Billing Period for Additional Services may extend over a number of months and will be specified in the relevant Change Order.
Business Day	any day that is not a Saturday, Sunday, public holiday in the Australian Capital Territory or a national public holiday where a 'national public holiday' is a public service holiday throughout Australia promulgated in the Australian Government Gazette.
Business Continuity and Disaster Recovery Plan	a plan prepared by the Service Provider setting out detailed business continuity parameters for the provided service and developed in accordance with the Department's requirements and the Conformance Profile (where applicable).

TERM	DEFINITION
Business Hours	8:30 am to 5:00 pm inclusive local time on Business Days at the location concerned. One Business Hour is any 60 minute period that falls within the defined range of Business Hours.
Cloud Infrastructure	all hardware including servers, cabling and routers, buildings, plant and equipment used in the Solution.
Commencement Date	the date specified in Item 1 of Schedule 1 (Contract Details).
Commonwealth	the Commonwealth of Australia.
Confidential Information	Department Confidential Information and the Service Provider Confidential Information.
Conflict of Interest	any actual, potential or perceived conflict between the duty of the Service Provider to the Department and either: <ul style="list-style-type: none"> the Service Provider's own interests; or the Service Provider's duty to another customer.
Consolidated Group	has the meaning given to it in section 995-1 of the <i>Income Tax Assessment Act 1997</i> (Cth).
Contract	this agreement between the Department and the Service Provider, as amended from time to time, and includes its schedules, any attachments and Documents incorporated by reference such as Plans.
Contract Delivery Licence	a world-wide, royalty-free, non-exclusive, non-transferable licence for the period for which Services are required to be provided under this Contract (including the right to Sub-Licence) to use, reproduce, adapt, modify and communicate the Material solely for the purpose of performing this Contract.
Contract Details	Schedule 1 of this Contract
Contract End Date	the expiry of the Contract Period or the date of earlier termination of the Contract.
Contract Material	Material that is delivered or required to be delivered to the Department for the purpose of or as a result of performing its obligations under this Contract and includes Existing Material and New Material.
Contract Period	the Initial Contract Period plus any extensions in accordance with clause 3.2 of the Contract Terms and Conditions.
Contract Representative	each of the persons mentioned in item 4 of Schedule 1.

TERM	DEFINITION
Contract Terms and Conditions	clauses 1 to 42 of the Contract.
Control of a corporation or other body	the power to determine the outcome of decisions about the financial and operating policies of that corporation or body or the membership of the majority of the board of directors (or members of a governing body having functions similar to a board of directors) of that corporation or body.
Controlled Entity	means, in relation to an entity, that the entity is controlled by another entity for the purposes of the standards of the Australian Accounting Standards Board.
Corporations Act	the <i>Corporations Act 2001</i> (Cth);
Corrective Action	an action or plan to rectify and address a performance issue. A Corrective Action may include an action or plan by the Service Provider or an Other Service Provider, including joint actions or plans.
Deed of Confidentiality	a properly executed deed in the form at Schedule 7 (Deed of Confidentiality) or as otherwise agreed by the Department.
Defect	a fault, error, failure, degradation, deficiency or malfunction that causes a Deliverable not to meet the Acceptance Criteria.
Defects List	a written notice stating details of the actual results of the Acceptance Test, and any identified Defects, including the criticality of any identified Defects. The Defects List is not required to include the cause of the Defects.
Delay	a failure to meet a Milestone date or any other obligation under the Contract which has a timeframe for performance (including those failures that arise due to the Department).
Deliverable	any item to be supplied by the Service Provider under the Contract and includes the Plans.
Department	Commonwealth of Australia represented by and acting through the Department of Health and Aged Care (ABN 83 605 426 759)
Department Conduct	has the meaning given in clause 40.1(b) of the Contract.
Department Confidential Information	information (whether or not owned by the Commonwealth) that: <ul style="list-style-type: none"> a) is by its nature confidential; b) is designated by the Department, as confidential; c) the Service Provider knows or ought to know is confidential;

TERM	DEFINITION
	<p>d) is listed in Schedule 8 (Designated Confidential Information) of the Contract; or</p> <p>e) information developed by the Service Provider using information in one of the above categories, and includes to the extent that it is confidential, Department Material but does not include information which:</p> <p>f) is or becomes public knowledge other than by breach of any confidentiality obligation (whether or not set out in this Contract); or</p> <p>g) has been independently developed or acquired by the Service Provider as established by written evidence.</p>
Department Contract Manager	is the representative of that name set out in Item 4 of Schedule 1.
Department Data	all data and information, including Personal Information, that is supported by the Services that relates to or concerns the Department, Department Personnel, the Department operations, facilities and assets, in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the Department. Department Data does not include Electronic Prescribing System Data.
Department Incident Manager	is the representative of that name set out in Item 4 of Schedule 1.
Department Material	any Material provided to the Service Provider by the Department to assist in the delivery of the Services. Department Material does not include Electronic Prescribing System Data.
Department Personnel	the officers, employees, agents, advisers and contractors of the Department (other than the Service Provider and Service Provider Personnel).
Department Supplied Items	has the meaning given in clause Schedule 10 (Department Supplied Items).
Developed Software	Base Software Customisations or New Software (or both) and includes the source code associated with that Software.
Disaster	an event that in the Department's sole and absolute opinion results in or threatens a significant impact on the delivery of the Services.
Disengagement Services	the assistance to be provided by the Service Provider in accordance with Schedule 3 (Statement of Requirement).

TERM	DEFINITION
Dispenser (or Pharmacist)	A clinician who is permitted to dispense medicines under State regulations. These include dispensers (e.g. pharmacists) that work in the community, hospitals, and contracted pharmacies. Dispensers are an approved supplier under the <i>National Health Act 1953</i> .
Dispensing Software	Clinical information system software that is used by authorised dispensers to facilitate the retrieval of prescriptions from a Prescription Delivery Service and the dispensing of medicines.
Dispute	has the meaning given in clause 33.1 of the Contract
Due Date	in relation to a Deliverable or a Milestone, the date by which the Deliverable must be Accepted, or the Milestone must be achieved, as specified in Schedule 3 (Statement of Requirement).
Electronic Prescribing Conformance Assessment Scheme	the overarching instrument under which the Electronic Prescribing Conformance Profiles are published and sets out conformance assessment methods and other requirements
Electronic Prescribing Conformance Profile	the current version of the conformance profile published by the Australian Digital Health Agency from time to time, which at the date of execution, is located at: https://developer.digitalhealth.gov.au/specifications/ehealth-foundations/ep-3444-2021/dh-3442-2021 .
Electronic Prescribing Ecosystem	The network of systems and processes that facilitate the transmission of electronic prescriptions in Australia.
Electronic Prescribing Ecosystem Participants	Government bodies, non-Government bodies and individuals that facilitate and use electronic prescribing including: <ul style="list-style-type: none"> a) Prescribers and Prescribing Software providers; b) Dispensers and Dispensing Software providers; c) Mobile Intermediaries; and d) consumers.
Electronic Prescribing Incident	any and all events and incidents that causes: <ul style="list-style-type: none"> a) an unplanned interruption to the Services; b) a reduction in the quality of the Services; or c) any Security Incident.
Electronic Prescribing System Data	any data or information obtained from, or relating to, Electronic Prescribing Ecosystem Participants, including prescription information, and information about the operations and business of

TERM	DEFINITION
	Prescribers, Dispensers, Prescribing Software providers and Dispensing Software providers.
Eligible Electronic Prescription	<p>Eligible prescription types are:</p> <ul style="list-style-type: none"> a) Pharmaceutical Benefits Scheme prescriptions; b) Repatriation Pharmaceutical Benefits Scheme prescriptions; c) under co-payment prescriptions; and d) repeat authorisations or deferred supply, if the original prescription was electronic. <p>Private prescriptions are not Eligible Electronic Prescription.</p> <p>To be eligible for the electronic prescription fee, prescriptions must be:</p> <ul style="list-style-type: none"> e) uploaded by a prescriber to the PDS or uploaded by a prescriber using electronic prescribing f) downloaded by an approved supplier from the PDS with an Electronic Prescription Flag, also known as Script Qualifying Flag <p>supplied by the approved supplier, with the dispensing records being uploaded to the PDS for each item supplied, or supplied by the approved supplier using electronic prescribing including ETP1 and ETP2.</p>
Event	a change of state that has significance for business operations.
Excusable Delay Event	has the meaning given in clause 39.1(e) of the Contract.
Existing Material	any Material, other than New Material, in which a Party or a Third Party holds Intellectual Property Rights, and which is made available by a Party for the purpose of this Contract.
Extended Rectification Date	Has the meaning given in clause 10.6(b)(ii) of the Contract.
Failure	has the meaning given in clause 40.1(a) of the Contract
Fixed Charge	a Service Charge that does not vary.
Fraud	means dishonestly obtaining a benefit from the Department or causing a Loss to the Department by deception or other means.
Government Purposes	any purpose for which the Commonwealth of Australia may make laws or take executive action, including the provision of Shared Services, but does not include commercial exploitation or the pursuit of profit.

TERM	DEFINITION
GST	has the meaning given to it by the GST Law, and includes any additional tax, penalty tax, fine, interest or other charge.
GST Act	has the meaning given in clause 20.1 of the Contract
GST Amount	has the meaning given in clause 20.3(a) of the Contract
GST Group	a GST group formed in accordance with Division 48 of the GST Law.
GST Law	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any regulations made pursuant to that Act.
Harmful Code	any Software or code or any other thing that is designed to infiltrate or otherwise disrupt a computer, system, network or other infrastructure without an end user's informed consent, such as attack of any kind including Distributed Denial of Service, malware, virus, worm, Trojan, time bomb, spam, phishing email, backdoors, bot, spyware, adware, diallers, toolkits, key loggers, hijackers, web bug, exploits, cracking and hacking tools.
Indigenous Procurement Policy	the Australian Government policy in relation to Indigenous procurement, which can be found at: https://www.niaa.gov.au/resource-centre/indigenous-affairs/commonwealth-indigenous-procurement-policy .
Information	Includes information in the form of data, text or images.
Information Security Manual	the Australian Government Information Security Manual.
Infrastructure or infrastructure	all of the equipment, assets, networks, facilities, Software etc. that are required to develop, test, deliver or support the Services. The term Infrastructure includes all of the Information Technology but not the associated people, processes and Documentation.
Interdependent Contracts	means the contracts to which reference is made in clauses 8.5(a)(i) and 8.5(a)(ii), and Interdependent Contract means any one of them.
Initial Contract Period	the period of time specified in Item 2 of the Contract Details.
Insolvency Event	in respect of a person, means: <ul style="list-style-type: none"> a) they are unable to pay all their debts when they become due; b) the person: <ul style="list-style-type: none"> i. becoming insolvent; ii. ceasing to carry on all or a material part of its business; or

TERM	DEFINITION
	<ul style="list-style-type: none"> iii. taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; c) the appointment of a Controller (as defined in the <i>Corporations Act 2001</i> (Cth)), a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property; d) the person becoming subject to external administration provided for in Chapter 5 of the <i>Corporations Act 2001</i> (Cth); e) the person suffering execution against, or the holder of a security interest or any agent on its behalf taking possession of, any of the person's property (including seizing the person's property within the meaning of section 123 of the <i>Personal Property Securities Act 2009</i> (Cth)); f) the person being taken under section 459F(1) of the <i>Corporations Act 2001</i> (Cth) to have failed to comply with a statutory demand; g) an order or resolution for the winding up or deregistration of the person; h) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; i) (as regards the Service Provider or Guarantor) if it is a partnership, the partnership is dissolved; j) (as regards the Service Provider) there is a material change to its business (including as a result of a restructure, divestiture of business or sale of shares) that adversely affects the capacity of the Service Provider to perform its obligations under this Contract; or k) any analogous event under the law of any applicable jurisdiction.
Intellectual Property Rights	<ul style="list-style-type: none"> a) all intellectual property rights, whether or not such rights are registered or capable of being registered, including the following: b) patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks), and domain names; c) any application or right to apply for registration of any of the rights referred to in paragraph (a); and

TERM	DEFINITION
	d) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere.
IP Register	the register established by the Service Provider in accordance with clause 21.8 of the Contract.
IT Environment	a cohesive or purposeful (or both) collection of equipment, software, networks, services and systems. An IT Environment may be established for a particular purpose (e.g. production environment, development environment or test environment).
Key Person or Key Personnel	Subcontractors and Service Provider Personnel who will perform the Services who are: a) specified as a Key Person in Item 9 of the Contract Details; or b) approved in writing by the Department Contract Manager to be a Key Person.
Law	any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.
Loss	liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis, whether incurred by or awarded against a Party) and consequential and indirect losses and damages including those arising out of any Third Party claim.
Material	any software, firmware, data, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, facilities, systems, and the subject matter of any category of Intellectual Property Rights.
Measurement Period	the period in which a Service Level is measured, as set out in Schedule 4.
Milestone	a milestone for Approval or Acceptance of one or more Deliverables or completion of other activities (or both) as specified in Schedule 3 (Statement of Requirement).
Mobile Application	A mobile application or web based application is used by the patient/carer to manage their prescriptions as well as provide the capability to present the electronic prescription token to a Dispenser.

TERM	DEFINITION
Mobile Intermediary	Software which manages communication between the delivery services (i.e. Prescription Delivery Services and Active Script List Register services) and Mobile Applications. The mobile intermediary's main purpose is to access prescription information contained in one or more PDSs on behalf of mobile applications and provide other functionality such as user authentication and validation. The mobile intermediary may also store electronic prescription tokens on behalf of the Patient. In most cases the mobile intermediary will be the mobile application's server component.
Moral Rights	in relation to an author, the right of attribution of authorship, the right not to have authorship falsely attributed, or the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment) as defined in the <i>Copyright Act 1968</i> (Cth).
New Material	any Material created by the Service Provider that is delivered or required to be delivered to the Department for the purpose of or as a result of performing its obligations under this Contract.
New Zealand Personnel	The personnel listed in Item 10 of Schedule 1.
Notice	a communication that meets the requirements of clause 36 of the Contract.
Notifiable Incident	has the meaning given in the WHS Act.
Office of the Australian Information Commissioner or OAIC	the independent Australian Government agency of that name.
Open Source Software	Software available under a licence which meets the criteria of the Open Source Definition published by the Open Source Initiative at http://www.opensource.org , and includes the forms of creative commons licences published as the Creative
Other Resources	The people or entities listed under that heading within Item 12 of Schedule 1
Other Service Provider or OSP	another Department service provider or participant in the electronic prescribing ecosystem.
Party	The Department or the Service Provider and their respective lawful successors and assigns.

TERM	DEFINITION
Performance Management Framework	the performance management framework set out in Schedule 4 (Service Levels).
Perpetual	the licence extends beyond the termination or expiry of this Contract and is not dependent or conditional on the Department contracting with the Service Provider after the expiry or termination of this contract or payment by the Department of any additional fees.
Personal Information	has the meaning given in the Privacy Act.
Plans	any plan or report required to be prepared by the Service Provider, including the plans and reports set out in the Statement of Requirement.
Post Incident Review	A review after an incident in accordance with paragraph 2.3 of Schedule 3.
Pre-Contract Information	has the meaning given in clause 11.2 of the Contract.
Prescriber	Clinicians who are authorised under Commonwealth, State and Territory regulations to prescribe a medicine. This may include general practitioners, specialists, nurses, nurse practitioners, dentists, optometrists, podiatrists and allied health professionals based in community, residential care and hospital settings.
Prescribing Software	Clinical information system software that is used by a Prescriber to facilitate the creation of prescriptions, including prescribing systems used to author electronic medication charts.
Prescription Delivery Service	the mechanism through which an electronic prescription is communicated from a prescribing system to a dispensing system.
Prescription Exchange Service	An implementation pattern of a Prescription Delivery Service that provides a prescription store accessible to prescribers and dispensers. Electronic prescribing systems lodge electronic copies of paper prescriptions into the store. Dispensers may access the electronic prescriptions in the store and lodge dispense information.
Pricing Table	the pricing tables set out in Attachment A of Schedule 5 (Service Charges).
Principal	the entity consuming a service such as individuals, businesses, government, Department Personnel and internal service accounts.
Privacy Act	the <i>Privacy Act 1988</i> (Cth).

TERM	DEFINITION
Privacy Commissioner	an independent statutory office-holder, appointed under subsection 14(4) of the <i>Australian Information Commissioner Act 2010</i> (Cth). The Privacy Commissioner is one of three commissioners in the Office of the Australian Information Commissioner, and has functions relating to privacy and freedom of information.
Production Data	is prescription information and metadata concerning its handling by Prescribers, Dispensers, Prescribing Software providers and Dispensing Software providers in a production environment.
Protective Security Policy Framework (PSPF)	the framework published by the Attorney-General's Department to provide the controls for Australian Government services to protect its people, information and assets.
Purchase Order	the Department's purchase order number for the Services under this Contract, to be supplied by the Department.
Rectification Date	has the meaning given in clause 10.6(b) of the Contract Terms and Conditions.
Regulatory Agency	any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, ombudsman or authority and includes a minister of the Crown (in any right).
Relevant Persons	has the meaning given in clause 11.2(a)(ii) of the Contract.
Resource Owner	the user who authorises an application to access their account.
Resource Unit	a unit of measure for a Service as identified and defined in Attachment A to Schedule 6 (Service Charges).
Restoration	action taken to return the Service Provider's Prescription Delivery Service to a normal state after repair and recovery from an incident. Restoration does not include any time in which the Service Provider is waiting for a third party (excluding subcontractors) to progress the restoration of the incident.
Restricted Data	is Electronic Prescribing System Data, Department Data and Department Material.
RFT Process	the process undertaken by the Department to select a Service Provider for the Services and includes the RFT and negotiation stages up to the execution of the Contract.
Schedule	a schedule to this Contract.

Contract for Services – Electronic Prescription Services

TERM	DEFINITION
Security	all aspects of protective security including as detailed in the PSPF and ISM.
Security Classified Information	has the meaning given in the Protective Security Policy Framework.
Security Incident	any one or more of the following: <ul style="list-style-type: none"> a) a security breach; b) an Electronic Prescribing Incident; c) a contact or approach from those seeking unauthorised access to Electronic Prescribing System Data, Department Data or Department Material; and d) an act or omission that contravenes the Service Provider's security obligations in the Contract.
Service Charges	the charges payable by the Department to the Service Provider in accordance with Schedule 6 (Service Charges).
Service Level	the standards of service which the Service Provider must achieve in providing the Services to the Department as set out in Schedule 4 (Service Levels) of this Contract.
Service Provider	Fred IT Group Pty Ltd ABN 68 109 546 901
Service Provider Confidential Information	any information or documentation (whether or not owned by the Service Provider) that: <ul style="list-style-type: none"> a) is listed in Schedule 8 (Designated Confidential Information) of the Contract; or b) is agreed between the Parties in writing after the Commencement Date as constituting Service Provider Confidential Information for the purposes of the Contract but does not include information which: <ul style="list-style-type: none"> c) is or becomes public knowledge other than by breach of any confidentiality obligation; or d) has been independently developed or acquired as established by written evidence.
Service Provider Personnel	the officers, employees, consultants, agents, advisers of the Service Provider, (and where the context permits, any Subcontractor and their officers, employees, agents and advisers) who are engaged in performing the Services or activities associated with the provision of the Services, and the Other Resources.

TERM	DEFINITION
Service Provider Taxes and Charges	all fringe benefits tax, payroll tax, PAYG tax deductions, superannuation contributions, superannuation guarantee charges, workers' compensation insurance premiums, penalties and other charges imposed by any government or government authority arising out of or in connection with supply of the Services through a representative of the Service Provider.
Services	the services, or any part of them to be performed by the Service Provider under this Contract, including the services specified in the Statement of Requirement, the design and delivery of the Solution, the Support Services, all Deliverables described in the Schedules or Plans and any Additional Services. The Services include any services and functions not specified in this Contract but which a person with experience in the ICT industry and in the supply of such services to the Department (after considering the Department and vendor views) would reasonably consider to be necessary or incidental to the Services or required for the proper performance and provision of the Services.
Shared Services	the provision of Licensed Software or services by an Agency to another Agency (whether or not a payment is made in relation to the provision of the Licensed Software or services).
Software	any computer program or programming (including source code and object code) and includes modifications, any Software tools or object libraries embedded in that Software and all Materials relating to that Software and/or its design, development, modification, operation, support or maintenance (and, in the case of Third Party Software, Software includes any Materials as are made available by the Third Party Service Provider under or in relation to the licence for that Third Party Software).
Software Asset Management (SAM)	a process managing the purchase and use of software assets.
Solution	the information technology solution to be delivered by the Service Provider under this Contract as described in the Statement of Requirement.
Specifications	the technical, functional, non-functional and other operational or performance characteristics required of the Solution, as specified in the Statement of Requirement.
Standard Operating Environment (SOE)	The Department's standard operating environment used for its end user devices and servers.

TERM	DEFINITION
Statement of Requirement	the Statement of Requirement specified in Schedule 3 (Statement of Requirement) of the Contract, including its Attachments and Annexures, outlining the scope of Services.
Subcontractors	<p>an entity that contracts to provide goods or services to the Service Provider (if any) in order for the Service Provider to meet its obligations under the Contract.</p> <p>'Subcontract' has a corresponding meaning.</p> <p>For the avoidance of doubt, Service Provider Personnel located in New Zealand engaged in the provision of the Services are not Subcontractors.</p>
Sub-Licence	the right to allow any person to exercise any of the rights including do any of the activities authorised under the licence and, in relation to the Department, includes the right to engage any person including outsource Service Providers to do any such activities on behalf of the Department without consent and without any financial consequences for any person.
Support Services	the help desk support services described in Schedule 3.
Tax	a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by a Regulatory Agency, together with any related interest, penalty, fine or other charge.
Tax Invoice	has the meaning given in the GST Law.
Third Party	any person other than the Department or the Service Provider.
Third Party Software	<p>Software (including modifications of or to that Software) that is:</p> <ul style="list-style-type: none"> a) acquired from a Third Party Service Provider; and b) used by the Service Provider in the performance of the Services.
Transacting Entity	a Prescriber or Dispenser who is registered, configured to use a conformant Prescription Delivery Service, and has successfully sent a conformant Electronic Prescription to the Prescription Delivery Service or successfully dispensed a conformant Electronic Prescription in the last seven days.
Transition Fee	the Service Fees payable in relation to the performance of the Transition obligations set out in paragraph 4 of Schedule 5.
Wage Price Index	the private sector seasonally adjusted index published by the Australian Bureau of Statistics.

Contract for Services – Electronic Prescription Services

TERM	DEFINITION
Whole of Government Arrangement or WofG Arrangement	a Whole of Government coordinated procurement system that enables or facilitates the delivery of certain goods and services to one or more Agencies.

This document has been released under the
Freedom of Information Act 1982 (CTH)
by the Department of Health and Aged Care.

ATTACHMENT A – CONFORMANCE PROFILE

This document has been released under the
Freedom of Information Act 1982 (CTH)
by the Department of Health and Aged Care.

Schedule 7– Deed of Confidentiality

Deed of Confidentiality

Date

Parties

<Name of the Recipient>, ABN <Insert if applicable> of <Address>
(**Recipient**)

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

Recitals

- A. The Department has entered into an agreement (**Contract**) with
<insert>, ABN <insert> of <insert> (**Service Provider**) for the delivery
of Electronic Prescribing Services (**Services**).
- B. In the course performing its role in respect of the Contract, the
Recipient may have access to, or become aware of, information
belonging to or in the possession of the Department that is
Confidential Information and Personal Information.

1. INTERPRETATION

In this Deed:

Approved Person means a person who is:

- (a) Department personnel; or
- (b) any other person nominated by the Department;

Confidential Information is information that:

- (a) is by its nature confidential;
- (b) is designated by the Department as confidential;
- (c) a party knows or ought to know is confidential including:
 - (i) information comprised in or relating to any of the Department's intellectual property;
 - (ii) information relating to the policies, strategies, practices and procedures of the Department and any information in the Service Provider's possession relating to the Department; or
 - (iii) Security Classified Information; or
 - (iv) is Department Material or Department Data (as defined in the Contract),

but does not include information which:

- (d) is or becomes public knowledge other than by a breach by a party of any confidentiality obligation; or
- (e) has been independently developed or acquired by the Service Provider as established by written evidence;

1.2 Personal Information means information or an opinion:

- (a) about a natural person whose identity is apparent, or can be reasonably ascertained, from the information or opinion;
- (b) whether true or not, and whether recorded in material form or not; and
- (c) of which the Recipient becomes aware because of their involvement in the provision of the Services.

Security Classified Information means any information which has been classified for security purposes by the Department.

2. AUTHORISED REPRESENTATIVE

If the Recipient is not a natural person, the Recipient warrants that the signatory to this Deed is an authorised representative of the Recipient and is authorised to bind the Recipient.

3. PROTECTION OF PERSONAL INFORMATION AND CONFIDENTIAL INFORMATION

- (a) The Recipient agrees to keep secret and confidential all Personal Information and Confidential Information and will not directly or indirectly disclose to any person, other than an Approved Person, any Personal Information or Confidential Information.
- (b) The Recipient agrees not to make any use of information contained in the Personal Information or Confidential Information except as it relates to provision of the Services.
- (c) The Recipient understands and acknowledges that any unauthorised use or disclosure of Personal Information or Confidential Information may make the Recipient liable for prosecution.
- (d) The Recipient agrees to immediately notify the Department if it becomes aware that any of the Personal Information or the Confidential Information:
 - (iii) has been used, copied or disclosed in breach of this Deed; or
 - (iv) is required to be disclosed by law.

- (e) The Recipient acknowledges that improper use or disclosure of any Personal Information or Confidential Information provided to or accessed by the Recipient pursuant to or in connection with the provision of the Services may be detrimental to the Department in the performance of its functions and may cause harm to any third parties with an interest in the Personal Information or Confidential Information.

4. INDEMNITY

The Recipient agrees to indemnify and hold harmless the Department in respect of all costs, (including legal costs and expenses on a solicitor/own client basis) liability, losses and claims reasonably incurred by the Department as a result of a breach of this Deed.

5. RETROSPECTIVITY

This Deed has retrospective effect and covers all Confidential Information or Personal Information disclosed to the Recipient by or on behalf of the Department or the Service Provider in connection with the Services, whether before or after the date of Deed.

<Select correct signature block>

SIGNED, SEALED and DELIVERED by
[NAME OF COMPANY (ACN or ABN)
(UPPERCASE)] by its authorised signatory
 in the presence of:

 Signature of Witness

 Signature of Authorised Signatory

 Print Full Name

 Print Full Name

SIGNED, SEALED and DELIVERED by [FULL
NAME (UPPERCASE)] in the presence of:

 Signature of Witness

 Signatory

 Print Full Name

Schedule 8 – Designated Confidential Information

1. DEPARTMENT CONFIDENTIAL INFORMATION

The Department Confidential Information is:

- (a) Department Data and Department Material.

2. SERVICE PROVIDER CONFIDENTIAL INFORMATION

The Service Provider Confidential Information is:

- (a) the Solution itself; and
- (b) any Contract Material forming part of the Solution (excluding Electronic Prescribing System Data)

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Freedom of Information Act 1982 (Cth)
by the Department of Health and Aged Care.

Schedule 9 – Change Order**Change Order Number to Contract Number E21-576909**

ITEM	DESCRIPTION	DETAILS
1.	Title of Change Order	Amendment for <Insert detail> services – <Insert Title of Change Order>
2.	Description of Change Order	<Insert brief description of Change Order>
3.	Contract	Contract dated <insert> for Electronic Prescribing Services
4.	Parties	
	Department	Name: <insert> Address: <insert> Attention <insert>
	Service Provider	Name <insert> ABN <insert> Address <insert> Attention <insert>
5.	Preservations	
	Acknowledgement of rights	This Change Order does not affect any right or obligation that arises before the changes contained in it have effect. The parties are not released from any accrued liabilities under the Contract. All accrued rights under the Contract are reserved.
6.	Term	
	Start date	<insert>
	Term of this Change Order	<insert>
	Arrangement to extend	<insert>
7.	Fees	<insert>
8.	Invoices and Payment	Payment <If invoicing is to depart from Contract arrangement, insert invoicing detail here>

ITEM	DESCRIPTION	DETAILS
9.	Changes made by this Change Order	The Attachment to this Change Order specifies the changes that are effected to the Contract. The affected pages are attached in mark-up form.

SIGNED, SEALED and DELIVERED by the
DEPARTMENT OF HEALTH AND AGED CARE by its authorised signatory in the presence of:

Signature of Witness

Signature of Authorised Signatory

Print Full Name

Print Full Name

SIGNED, SEALED and DELIVERED by
FRED IT GROUP PTY LTD
(ABN 68 109 546 901) by two Directors or
a Director and Secretary in accordance
with s.127 of the Corporations Act 2001
(Cth):

Signature of Director

Signature of Director/Secretary*

Print Full Name

Print Full Name

*Delete whichever does not apply

Schedule 10 – Department Supplied Items

1. DEPARTMENT SUPPLIED ITEMS

Nil.

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Contract for Services – Electronic Prescription Services

Signing Page

Executed as an Agreement

SIGNED by the **DEPARTMENT OF HEALTH
AND AGED CARE** by its authorised
signatory in the presence of:

s47F

Signature of Witness

s22

Print Full Name

s47F

Signature of Authorised Signatory

Daniel McCabe

Print Full Name

SIGNED by **FRED IT GROUP PTY LTD
(ABN 68 109 546 901)** by a Director and
Secretary in accordance with s.127 of the
Corporations Act 2001 (Cth):

DocuSigned by:

s47F

444E370553094BB

Signature of Director

Paul Naismith

Print Full Name

DocuSigned by:

s47F

Signature of Secretary

Tanya Fryc

Print Full Name

FRED

Document Information	
ISM Classification	OFFICIAL

Version History			
Version	Date	Author/s	Comments
0.1	22-Aug-23	s47F	s47G
0.2	23-Aug-23		
0.3	25-Aug-23		
1.0	31-Aug-23		

Reviewed By			
Version	Date	Reviewer	Comments
0.2	23-Aug-23	s47F	Nil
0.3	30-Aug-23	FRED IT	Nil

Approved / Endorsed By			
Version	Date	Approver	Comments
1.0	31-Aug-23	FRED IT	Nil

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FRED

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Reviewed By			
Version	Date	Reviewer	Comments
0.2	23-Aug-23	s47F	Nil
0.3	30-Aug-23	FRED IT	Nil

Approved / Endorsed By			
Version	Date	Approver	Comments
1.0	31-Aug-23	FRED IT	Nil

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