

Execution Version

# Goods Contract

For the provision of Rapid Antigen Tests

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

Westlab Pty Ltd  
ABN 71 606 662 113 (**Supplier**)  
—

## IMPORTANT NOTICES

### PLEASE READ CAREFULLY

#### PRE-BOOKING IS ESSENTIAL

The Supplier must contact <sup>s47G</sup> prior to any delivery to confirm the profile and timing of the Goods.

#### CLEAR LABELLING IS NECESSARY

Goods are to be packaged so that they are clearly labelled prior to palletising. Only the same Goods must be on the same pallet. Each carton must be clearly labelled and each label must be visibly displayed on the outside of the carton with the following details:

- Product name and description
- Product code
- Batch number
- Expiry date

# Goods Contract

## For the provision of Rapid Antigen Tests

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# Details

## Parties

Name	<b>Commonwealth of Australia as represented by the Department of Health</b>
ABN	83 605 426 759
Short form name	<b>Customer</b>
Notice details	<p><b>Attention:</b> Director, National Medical Stockpile Contract Management and Assurance Division, Office of Health Protection and Response Division, Chief Medical Officer Group</p> <p><b>Postal address:</b> MDP 140, PO Box 9848, Canberra ACT 2601</p> <p><b>Physical address:</b> Sirius Building, 23 Furzer Street, Woden Town Centre ACT 2606</p> <p><b>Email:</b> s22</p>
Customer's Contract Manager	Director, National Medical Stockpile Contract Management and Assurance Division, Office of Health Protection and Response Division, Chief Medical Officer Group
<hr/>	
Name	<b>Westlab Pty Ltd</b>
ABN	71 606 662 113
Short form name	<b>Supplier</b>
Notice details	<p>Address: 4 Cargo Way, Mitchell Park VIC 3350, Australia</p> <p>Telephone: s47F</p>
Supplier's Contract Manager	s47F )

## Background

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

# Agreed terms

## 1. Defined terms & interpretation

### 1.1 Defined terms

In this document:

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

**Contract Manager** means the contract manager for the Customer and/or Supplier (as relevant) specified in the Details section to the Contract or replaced by Notice from time to time.

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

**Correctly Rendered Invoice** means an invoice that:

- (a) is correctly addressed to:  
Department of Health

**Email Address:**

<sup>s22</sup>

; or

**Postal Address:** GPO Box  
9848, Canberra ACT 2601,

with the Customer's preferred method of invoicing being by email;

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

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

**Defect Rectification Period** means twenty four (24) months or the Supplier's or manufacturer's standard warranty period (whichever is the longer).

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

**Goods** means:

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

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

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

**Material** means any material brought into existence as a part of, or for the purpose of producing the Goods, and includes documents, equipment, information or data stored by any means.

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

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

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

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

## 1.2 Interpretation

In the Contract, except where the context otherwise requires:

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

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

## 2. Precedence of Documents

### 2.1 Composition

The following documents form part of the Contract:

- (a) clauses 1 to 24;
- (b) Schedule 1;
- (c) any other schedules to this document; and
- (d) any document annexed to, or incorporated by reference into, the Contract.

### 2.2 Inconsistency

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

## 3. Commencement

The Contract is effective on and from the date this Contract is executed by both parties, or if executed on different dates the date executed by the last party.

## 4. Delivery and Acceptance

### 4.1 Delivered Goods

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

### 4.2 Acceptance

- (a) The Customer may reject the Goods within fourteen (14) days after delivery, if the Goods do not comply with the requirements of the Contract (**Acceptance Period**).

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

#### 4.3 Risk and title

- (a) Risk in the Goods passes to the Customer on delivery of the Goods to the Customer.
- (b) Title to the Goods transfers to the Customer only on acceptance.

### 5. Licences, Approvals and Warranties

- (a) The Supplier must obtain all necessary valid export and import licences or other approvals to meet the requirements of the Contract. The Supplier must provide, on request by the Customer, a copy of any necessary export or import

licence or other approval, or proof that such licence or approval has been obtained.

- (b) The Supplier must obtain and maintain all intellectual property rights, licences or other approvals required for the lawful provision of the Goods and arrange and pay any necessary customs entry for any Goods.

#### (c) The Supplier:

- (i) warrants that the Goods are fit for the purposes for which the Supplier knows or ought reasonably to know the Goods are to be used, free from faults or deficiencies in design, manufacture and workmanship, and comply with the Specifications;
- (ii) warrants that it has the requisite power and authority to enter into the Contract and to carry out the obligations contemplated by the Contract;
- (iii) warrants that it is duly registered, properly constituted and remains in existence;
- (iv) warrants that it is of good and proper standing;
- (v) must provide the Customer with all relevant third party warranties in respect of Goods; and
- (vi) where the Supplier is a manufacturer, must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

### 6. Defects

- (a) Notwithstanding Delivery and Acceptance of the Goods by the Customer in accordance with

clause 4, the Supplier must remedy by replacement, at its cost, any defects in the Goods notified by the Customer to the Supplier at any time within the Defect Rectification Period following Delivery and Acceptance of the Goods by the Customer.

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

## 7. Insurances

- (a) The Supplier must effect and maintain adequate insurances for the Contract, including:
  - (i) product liability insurance, to be maintained at all times throughout the term of the Contract and for a period of seven (7) years after the termination or expiry of the Contract, with a limit of liability of not less than s47G per occurrence and not less than s47G in the aggregate; and
  - (ii) transit insurance, covering the Goods for their full replacement at all times while the Goods are in transit.
- (b) The Supplier must provide the Customer with proof of all insurances required to be held by it:
  - (i) before the later of s47G and the first delivery of Goods to the Customer; and
  - (ii) at any other time requested by the Customer.

## 8. Subcontracting

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

## 9. Relationship of the Parties

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

## 10. Conflict of Interest

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

## 11. Supplier Payments

- (a) The invoice must be a Correctly Rendered Invoice. The Supplier must promptly provide to the Customer such supporting documentation and other



evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

- (b) Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- (c) If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

## 12. Expenses

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

## 13. GST and ABN

- (a) If and to the extent that GST is payable on a supply made by the Supplier to the Customer under the Contract:
  - (i) the Customer will pay the GST component to the Supplier at the same time as the GST exclusive amount;
  - (ii) the GST component will be calculated as an amount equal to the GST exclusive amount multiplied by the prevailing rate of GST.
- (b) If and to the extent that GST is not payable on a supply made by the Supplier under the Contract:
  - (i) the Customer need not pay any GST component to the Supplier; and
  - (ii) if the Customer has already paid the GST component to the Supplier, the Supplier must immediately refund that GST component to the Customer.

- (c) If any payment by the Customer to the Supplier is a reimbursement, calculated by reference to a cost or expense incurred by the Supplier, that payment must be reduced by the amount of any input tax credit that the Supplier (or the representative member of any GST group of which the Supplier is a member) is entitled to claim in respect of that cost or expense.
- (d) If the Supplier does not provide the Customer with a document containing the Supplier's valid ABN (or sufficient evidence of an exemption to hold an ABN) prior to any payment being due under the Contract, the Customer may make such withholding from any such payment as required by applicable tax legislation at the time of payment (including any GST or similar tax).

## 14. Termination or Reduction for Convenience

- (a) In addition to any other rights the Customer has under the Contract, the Customer may at any time terminate the Contract or reduce the scope of the Goods by providing a Notice to the Supplier.
- (b) If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- (c) The Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).
- (d) If the Customer issues a Notice under this clause, the Customer will promptly pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier provides reasonable

- documentary evidence to the Customer.
- (e) Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

- (A) is unable to pay all its debts when they become due;
- (B) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth).

## 15. Termination for Cause

- (a) The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:
- (i) the Supplier does not deliver the Goods as specified in the Contract (including by any delivery date), or notifies the Customer or the Customer forms the view that the Supplier will be unable to deliver the Goods as specified in the Contract (including by any delivery date);
  - (ii) the Customer rejects the Goods in accordance with clause 4 and the Goods are not remedied as required by the Notice of rejection;
  - (iii) the Supplier breaches a term of the Contract and the breach is not capable of remedy;
  - (iv) the Supplier does not remediate a breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
  - (v) subject to any applicable statutory stay on the exercise of rights including sections 415D, 434J and 451E of the *Corporations Act 2001* (Cth) (as the case may be), the Supplier:

## 16. Prepaid amounts

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

- (d) On reduction in scope of the Contract, if the Contract Price adjusted for the reduction in scope (calculated on the per unit basis set out in Schedule 1) is lower than amounts prepaid by the Customer in advance of Delivery and Acceptance, the difference must be repaid by the Supplier to the Customer within ten (10) days of the reduction in scope, and if not repaid, is recoverable by the Customer from the Supplier as a debt.
  - (e) Any prepaid amount must be held separately by the Supplier in a separate bank account and only used for the specific purpose of paying the manufacturers of the Goods for their delivery. Any prepaid amount must be repaid within ten (10) days if the Supplier does not deliver conforming Goods to the Customer by their due date, and if not repaid, is recoverable by the Customer from the Supplier as a debt.
- (iv) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.
  - (b) Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.
  - (c) The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
  - (d) If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.
  - (e) Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.
  - (f) This procedure for dispute resolution does not apply to action relating to clause 15 or to legal proceedings for urgent interlocutory relief.

## 17. Dispute Resolution

- (a) For any dispute arising under the Contract both the Supplier and the Customer agree to comply with paragraphs (i) to (iv) of this clause sequentially.
  - (i) both Contract Managers will try to settle the dispute by direct negotiation;
  - (ii) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
  - (iii) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These

## 18. Notices

- (a) A Notice is deemed to be effected:
  - (i) if delivered by hand - upon delivery to the relevant address;

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

## 19. Assignment

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

## 20. Product Recalls

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

## 21. Compliance with Laws and Policies

### 21.1 Compliance and Obligation to Notify

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

- (ii) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

### 21.2 Access to Supplier's Premises and Records

- (a) The Supplier must maintain proper business and accounting records relating to the supply of the Goods and performance of the Contract.
- (b) The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its subcontractor's premises, personnel, documents and other records, and all assistance requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office.
- (c) Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's actual and substantiated reasonable cost for complying with the Customer's request.
- (d) The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer.
- (e) All Commonwealth records, including any held by subcontractors, must be returned to the Customer at the conclusion of the Contract.

### 21.3 Privacy Act

In providing the Goods, the Supplier agrees to comply, and to ensure that its officers, employees, agents and

subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

## 21.4 Confidential Information

- (a) Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods, without prior written approval from the Customer.
- (b) This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).
- (c) The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to non-disclosure of the Customer's confidential information in a form acceptable to the Customer.
- (d) The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, or to a Minister or a House or Committee of Parliament.

## 21.5 Security and Safety

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

comply with, such security and safety requirements.

- (b) The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- (c) The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

## 21.6 Criminal Code

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

## 21.7 Fraud

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

**21.8 Taxation**

- (a) The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.
- (b) Other than in relation to GST under clause 13, the Supplier is responsible for all taxes, levies, duties, and other government charges in relation to the Goods and the Contract whether levied in Australia or overseas (including any value added tax levied outside Australia).

**21.9 Workplace Gender Equality**

- (a) If the Supplier is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (the **WGE Act**), the Supplier must comply with its obligations, if any, under the WGE Act.
- (b) If the Supplier becomes non-compliant with the WGE Act during the term of the Contract, the Supplier must notify the Customer.

**22. Modern Slavery**

- (a) In this clause 22:
  - (i) **Guiding Principles on Business and Human Rights** means the United Nations *Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework* available at [https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr\\_en.pdf](https://www.ohchr.org/documents/publications/guidingprinciplesbusinesshr_en.pdf).
  - (ii) **Modern Slavery** has the same meaning as it has in the *Modern Slavery Act 2018* (Cth).
- (b) The Supplier must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods.

- (c) If at any time the Supplier becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Contract, the Supplier must as soon as reasonably practicable take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.

**23. General****23.1 Governing Law**

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

**23.2 Counterpart**

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

**23.3 Entire Agreement**

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

**24. Survival**

Any clause that by its nature survives termination or expiry of the Contract will survive including, clauses 7 (Insurances), 14 (Termination or reduction for convenience), 15

(Termination for Cause), 16 (Prepaid amounts), 20 (Product Recalls), and 21 (Compliance with Laws and Policies).

THIS DOCUMENT WAS RELEASED IN ACCORDANCE WITH THE FREEDOM OF INFORMATION ACT 1982

# Schedule 1 – Goods and Contract Price

## 1. Specifications and Other Requirements for the Goods and Material

The Supplier must supply to the Customer:

- (a) Rapid SARS-COV-2 Antigen Test Card Self-test and SARS-COV-2 Antigen Test Card Point-of-Care Test (**Rapid Antigen Tests**):
- (i) that comply with relevant quality and efficacy standards;
  - (ii) that are approved and listed on the Australian Register of Therapeutic Goods maintained by the Therapeutic Goods Administration (ARTG Number 373711);
  - (iii) in the quantities and by the delivery dates set out in the table below;
  - (iv) that have a remaining shelf life of twelve (12) months from the date of delivery;
  - (v) delivered to the following location or such other location in Australia as advised by the Customer:
  - (vi) s33
  - (vii) that are packaged so that all cartons are labelled prior to palletising and with each label providing the following information:
    - Product description
    - Product code
    - Batch number
    - Expiry date;
  - (viii) if different components of Goods, batches or expiry dates, that are separated onto their own pallets; and
  - (ix) are palletised in pallets (but not in CHEP pallets) that meet Australian standards, including that the pallets:
    - (A) must be of Australian standard sizing, being 1175mm x 1175mm;
    - (B) must be pallet racking lockable;
    - (C) must not exceed 1.3 metres height (including timber pallet); and
    - (D) must have no overhang and be safely shrink wrapped; and
  - (b) information supplied or produced by the manufacturer of the Goods, in English, which outlines the manufacturer's specifications to ensure the safe and efficacious use of the Goods, including information regarding the handling, storage and management of the Goods.



To be delivered:	Quantity:	Delivery Date:
SARS-COV-2 Antigen Test Card Self-test	547G	533
SARS-COV-2 Antigen Test Card Point-of-Care Test	547G	547G

## 2. Sponsor details

- (a) The Supplier warrants that it is the authorised distributor for MP Biomedicals Australasia Pty Limited ABN 31 106 467 109 which is an approved sponsor of the Rapid Antigen Test in Australia and is listed as such in the Australia Register of Therapeutic Goods maintained by the Therapeutic Goods Administration (ARTG Number 373711).

## 3. Contract Price

- (a) The Contract Price is \$33,630,000 (excluding GST).
- (b) The Contract Price will be payable by the Customer as follows:
- (i) s47G
  - (ii) for Goods that have been Delivered and Accepted by the Customer, upon receipt of a Correctly Rendered Invoice for those Goods, less the value of the initial invoice referenced above.
- (c) The Contract Price is calculated on the basis of
- (i) s47G
  - (ii) s47G

## 4. Reimbursements

Nil.

# Signing page

**EXECUTED** as an agreement.

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

s22

s22

ss

Signature of delegate

Mary Farrugia

Name of witness (print)

Name of delegate (print)

Position of delegate (print)

Date: 14 January 2022

**Executed by Westlab Pty Ltd ABN 71 606 662 113** in accordance with Section 127 of the

s47F

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

Name of director (print)

Name of director/company secretary (print)

Date: 13 January 2022