

ATTACHMENT A

SCHEDULE OF DOCUMENTS - FOI 2582

Document No.	Date	Pages	Description	Decision on access ¹	Exemption/s applied
1	27/07/2020	54	ABMDR Contract for Services	REI	section 22 - part section 47G - part section 47F - part
2	29/07/2020	3	ABMDR Work Order	REI	section 22 - part section 47F - part

¹ REI = Release with irrelevant and exempt information removed.

CONTRACT

CONTRACT IN RELATION TO THE PROVISION OF
THE AUSTRALIAN BONE MARROW DONOR REGISTRY SERVICES

Commonwealth of Australia represented by the Department of Health
ABN 83 605 426 759

Australian Bone Marrow Donor Registry
ACN 096 625 231 ABN 38 096 625 231

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THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

CONTRACT

CONTRACT IN RELATION TO THE PROVISION OF THE AUSTRALIAN BONE MARROW DONOR REGISTRY SERVICES

Date

This contract will commence from the date this Contract is executed by the last Party to do so.

Parties

This contract is made between and binds the following parties:

1. **Commonwealth of Australia represented by the Department of Health**
ABN 83 605 426 759
Sirius Building, Furzer St, Woden Town Centre ACT 2606 (the Department)
2. **Australian Bone Marrow Donor Registry** ACN 096 625 231 ABN 38 096 625 231
17 O'Riordan St, Alexandria NSW 2015 (the Service Provider)

Context

This contract is made in the following context:

- A. The Department requires the provision of the Australian Bone Marrow Donor Registry and management of Specified Subcontractors.
- B. The Service Provider has fully informed itself about the requirement for the Services.
- C. The parties have agreed that the Service Provider will perform the Services for the Department on the terms and conditions set out in this contract.

Operative Provisions

1. Interpretation

1.1. Definitions

- 1.1.1. In this contract, unless the context indicates otherwise:

Application Guidelines means the application guidelines for the International Searches Program, as defined in the ABMDR Patient funding access policy, currently available at <https://www.abmdr.org.au/searching-for-a-donor/>;

Attachment means a document attached to the contract or incorporated by reference in the Schedule, and

	includes the Attachment as amended or replaced from time to time by agreement in writing between the parties;
Australian Privacy Principle	has the same meaning as it has in the <i>Privacy Act 1988</i> (Cth) (Privacy Act);
Bone Marrow Transplant Program (or BMTP)	means the Australian Government Program to fund costs associated with the procuring and transporting of internationally sourced HPC products for transplantation into Eligible Recipients, or for a related international donor to travel to Australia for the purpose of donation;
Bone Marrow Transplant Program Guidelines	means the guidelines relating to the BMTP currently available at www1.health.gov.au/internet/main/publishing.nsf/Content/health-organ-bmtransplant.htm ;
Business Day (in a place)	means a weekday other than a public holiday in the place specified or, if no place is specified, in the State or Territory specified in Item 24;
Collection Centre	means a medical facility where hematopoietic stem cell collection from donors takes place. This collection might include marrow aspiration or apheresis. This centre is responsible for the clinical care of the donor;
Commencement Date	means the date this contract is executed by the last Party to do so;
Contract Authority	means the person specified (by name or position) in Item 7 or any substitute notified to the Service Provider;
Contract Material	means any Material provided or required to be provided to the Department as part of the Services;
Cord Blood	means blood extracted from the umbilical cord and placenta following the delivery of a child;
Cord Blood Bank	means: <ul style="list-style-type: none"> a. The Sydney Children's Hospital Network (Randwick and Westmead) (incorporating the Royal Alexandra Hospital for Children) ABN 53 188 579 090, a statutory health corporation constituted under the <i>Health Services Act 1997</i> (NSW); b. a consortium of:

- i) Fight Cancer Foundation
ACN 097 333 018 ABN 93 097 333 018;
- ii) The Royal Children's Hospital
ABN 35 655 720 546, a public health
service incorporated by the *Health
Services Act 1988* (Vic); and
- iii) Murdoch Children's Research Institute
ACN 006 566 972 ABN 21006566 972;
and

c. Mater Misericordiae Ltd ACN 096 708 922
ABN 83 096 708 922;

Cord Blood Export Fees means the fees charged by the Service Provider, and approved by the Department, to International Donor Registries for the purpose of searching, making ready and/or exporting Eligible Cord Blood Units;

Cord Blood Export Revenue means the Cord Blood Export Fees received from International Donor Registries, less costs incurred in this activity;

Cord Blood Product Risks means:

- a. bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury to any person; and
- b. loss of damage to or destruction of property, arising out of, or in connection with, characteristics of, or the production, use, supply, storage, handling, transplantation, infusion, or application of Cord Blood or Cord Blood Units;

Cord Blood Unit means the nucleated cells including stem and hematopoietic progenitor cells harvested from placental and umbilical cord blood vessels from a single placenta after the umbilical cord has been clamped. Unless otherwise specified, the term Cord Blood Unit in this document refers to any Cord Blood Unit regardless of method of collection, intended use, or donor source;

Core Services means the Services specified in clause 1.2 of Attachment A to the Schedule;

Department	includes any department or authority of the Commonwealth which is from time to time responsible for administering this contract;
Department Project Manager	means the person specified (by name or position) in Item 7 or any substitute notified to the Service Provider;
Donor Registry	means the Service Provider's systems and processes to promote and facilitate the donation of haemopoietic progenitor cell (HPC); and of matching patients in need of HPC transplants with unrelated tissue type compatible sources of HPC and, where a match occurs, facilitating HPC provision for transplant while ensuring donor welfare;
Donor Registry Standards	means: <ul style="list-style-type: none"> a. the set of Donor Registry requirements and processes relating to the recruitment, assessment, eligibility, matching, management and care of volunteer HPC donors, as set by the ABMDR following consultation and regular review with the bone marrow transplant clinical community; and b. the Donor Registry requirements to facilitate efficient Cord Blood Unit searching and delivery, as set by ABMDR following consultation and regular review with AusCord, and which comply with all applicable Australian and international obligations, including World Marrow Donor Association (WMDA) standards;
Donor Registry Systems	means the information systems which are used to perform Donor Registry functions;
Eligible Cord Blood Unit	means a cord blood unit collected between 1 July 2001 and 30 June 2020, that has been made available through the Donor Registry and continues to meet the acceptable quality criteria;
Eligibility Criteria	means the administrative and medical criteria which must be met for program eligibility. The eligibility criteria are published on the Service Provider's website and in the application guidelines;
Eligible Data Breach	has the same meaning as it has in the Privacy Act;
Eligible Recipient	means a person who is an "eligible person" as defined in subsection 3(1) of the <i>Health Insurance Act 1973</i> (Cth);

Eligible Patient	means a person who is eligible for support under the International Searches Program and/or the Bone Marrow Transplant Program.;
GST	has the meaning that it has in the <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> ;
Haemopoietic Progenitor Cells (or HPC)	means immature stem cells that develop into mature blood and immune cells. HPC are found in bone marrow, mobilised peripheral blood and cord blood which, when transplanted, are effective for the treatment of blood related malignant, metabolic and immune disorders. This term is intended in this contract to be inclusive of both stem cells and cord blood;
Information Officer	means any of the information officers appointed under the <i>Australian Information Commissioner Act 2010 (Cth)</i> when performing privacy functions as defined in that Act;
Instalment	means the fee payable under clause 3.1.1.a and Item 10 in relation to a specified part or the whole of the Services;
Intellectual Property	includes: <ul style="list-style-type: none"> a. all copyright (including rights in relation to phonograms and broadcasts); b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, but does not include: <ul style="list-style-type: none"> d. Moral Rights; e. the non-proprietary rights of performers; or f. rights in relation to confidential information;
International Donor Registries	means any registry of donors of Haemopoietic Progenitor Cells or cord blood outside Australia;
International Searches	means searches of International Donor Registries for suitable donors on behalf of Eligible Patients;
International Searches Program	means the program administered by the Service Provider to search International Donor Registries and family members for suitable donors on behalf of Eligible Patients;

Jurisdictional Haemopoietic Progenitor Cell Committee (or JHPCC)	means the Commonwealth-led; jurisdictional committee established to provide specialist advice and recommendations on the HPC sector to Health Ministers;
Material	means anything in relation to which Intellectual Property rights arise;
Moral Rights	means the following non-proprietary rights of authors of copyright Material: <ul style="list-style-type: none"> a. the right of attribution of authorship; b. the right of integrity of authorship; and c. the right not to have authorship falsely attributed;
NetCord-FACT Accreditation	means accreditation through compliance with the latest international standards for cord blood collection, banking, and release for administration, as developed by NetCord-FACT;
Official Information	means any information developed, received or collected by or on behalf of the Department to which the Service Provider gains access under or in connection with this contract, and includes the Contract Material and the terms of the contract;
Official Resources	includes: <ul style="list-style-type: none"> a. Official Information; b. people who work for or with the Department; and c. assets in the possession of or belonging to the Department (even if in the possession of contracted providers);
Open Access Licence	means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the material, subject to certain restrictions. An Open Access Licence includes any Department or Australian Government open access licence and any Creative Commons Attribution licence (see http://creativecommons.org.au/learn-more/licences);
Patient Application	means an application made by a Transplant Centre on behalf of a patient for financial assistance or

**Personal
Information
Personnel**

additional financial assistance under the
International Searches Program;
has the same meaning as it has in the Privacy Act;

means:

- a. in relation to the Service Provider, any natural person who is an officer, employee, agent or professional advisor of the Service Provider or of its subcontractors; and
- b. in relation to the Department, any natural person, other than a person referred to in paragraph a, who is an officer, employee, agent or professional advisor of the Commonwealth; and
- c. for the avoidance of doubt, the reference to professional advisor or subcontractor in paragraph a applies to those parties to the extent they are either engaged in the performance of the Services or required to perform or discharge any relevant obligations of the Service Provider under this contract;

**Privacy Act
Representative**

means the *Privacy Act 1988* (Cth);

means, as the context requires:

- a. in the case of the Service Provider, the Service Provider's Representative; or
- b. in the case of the Department, the Contract Authority or the Department Project Manager;

Schedule

means the schedule to this contract entitled 'Contract Details' and includes the Schedule as amended or replaced from time to time by agreement in writing between the parties;

Services

means the services described in Item 2 and includes the provision to the Department of the Material specified in Item 3;

Specified Personnel

means the Personnel specified in Item 9 as required to perform all or part of the work constituting the Services;

**Specified
Subcontractors**

means each subcontracted Cord Blood Bank and St. Vincent's Hospital Sydney Limited
ACN 054 038 872 ABN 77 054 038 872;

Technical Master File	for a therapeutic good has the same meaning as in the <i>Therapeutic Goods (Manufacturing Principles) Determination 2008</i> (Cth);
Tissue Typing	means any test performed to determine human leukocyte antigen compatibility for haemopoietic progenitor cell searching or transplantation;
Transplant Centre	means a medical facility where a patient (recipient) receives a transplant (graft) with haemopoietic progenitor cells from an unrelated donor or from an umbilical Cord Blood Unit. This centre oversees the immediate medical treatment and provides long-term follow-up services to the recipient;
Upfront Payment	means any amount paid to the Service Provider at or immediately following the Commencement Date to enable the Service Provider to commence performance of the Services; and
Work Order	means a written order requiring the performance of additional Services issued by the Department to the Service Provider in accordance with clause 2.2.

1.2. Interpretation

1.2.1. In this contract, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;
- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person include a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in the Schedule;
- i. the Schedule and any Attachments form part of this contract;

- j. if any conflict arises between the terms and conditions contained in the clauses of this contract and any part of the Schedule (and Attachments if any), the terms and conditions of the clauses prevail;
- k. if any conflict arises between any part of the Schedule and any part of an Attachment, the Schedule prevails; and
- l. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

1.3. Guidance on construction of contract

- 1.3.1. This contract records the entire agreement between the parties in relation to its subject matter.
- 1.3.2. As far as possible all provisions of this contract will be construed so as not to be void or otherwise unenforceable.
- 1.3.3. If anything in this contract is void or otherwise unenforceable then it will be severed and the rest of the contract remains in force.
- 1.3.4. A provision of this contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

1.4. Commencement

- 1.4.1. The terms of this contract apply on and from the Commencement Date.

2. Provision of Services

2.1. Principal obligations of Service Provider

- 2.1.1. The Service Provider agrees to:
 - a. perform the Services as specified in Item 2.1.1;
 - b. perform the additional Services as specified in clause 2.2 below;
 - c. provide to the Department the Material specified in Item 3;
 - d. adopt relevant best practice and comply with all applicable Australian standards, including those specified in Item 4, industry standards and guidelines and any Department or Commonwealth policies, standards or guidelines specified in Item 4;
 - e. comply with the timeframe for the performance of the Services specified in Item 5; and
 - f. submit invoices and any required supporting documents in the manner specified in Item 6.
- 2.1.2. The Service Provider agrees to:
 - a. keep adequate books and records, in accordance with Australian accounting standards, in sufficient detail to enable the amounts payable by the Department under this contract to be determined; and

- b. keep copies of all certifications and other records to confirm their compliance with all applicable Australian standards.

2.2. Additional Services

- 2.2.1. The Department may require the Service Provider to provide Additional Services (**Additional Services**).
- 2.2.2. When the Department identifies a requirement for Additional Services it will request the Service Provider to provide a written quotation for the Additional Services.
- 2.2.3. Prior to accepting any written quotation and issuing a Work Order, the Department may provide a draft Work Order to the Service Provider for comment.
- 2.2.4. Where the Department accepts a written quotation for Additional Services, the Department will issue a Work Order to the Service Provider substantially in the form set out in Attachment B to this contract.
- 2.2.5. The parties agree that when the Department issues a Work Order this is deemed to be a variation to the contract and the terms and conditions that apply to the performance of the Additional Services will be those set out in this contract whether or not a copy of those terms is attached to each Work Order.

2.3. Liaison with the Department Project Manager and Contract Authority

- 2.3.1. The Service Provider agrees:
 - a. to liaise with the Department Project Manager as reasonably required; and
 - b. to comply with directions of the Department Project Manager that are consistent with this contract, where such direction is not inconsistent with the Donor Registry Standards.

2.4. Subcontractors

- 2.4.1. The Service Provider agrees not to subcontract the performance of any part of the Services specified in this contract without the Department's prior written approval.
- 2.4.2. The Department may impose any conditions it considers appropriate when giving its approval under clause 2.4.1.
- 2.4.3. The Department has approved the subcontracting of the performance of the parts of the Services to the Specified Subcontractors as set out in Item 8.
- 2.4.4. The Service Provider agrees to make details of all subcontractors engaged in the performance of the Services available to the Department if requested.
- 2.4.5. The Service Provider acknowledges, and must inform all subcontractors, that the Department may publicly disclose the names of any subcontractors engaged in the performance of the Services.

- 2.4.6. If requested, the Service Provider must promptly provide a copy of its subcontracts to the Department.
- 2.4.7. The Service Provider must ensure that, in their performance of the subcontract with the Service Provider and the provision of the subcontracted Services, its subcontractors do not do anything that might adversely affect the reputation of the States and Territories, the Commonwealth or Specified Subcontractors.
- 2.4.8. Where a Specified Subcontractor or a subcontractor approved by the Department under clause 2.4.1 is unable to perform the work, the Service Provider agrees to notify the Department immediately.
- 2.4.9. Where clause 2.4.8 applies:
- a. For a Specified Subcontractor – the Department may request the Service Provider enter into a contract on substantially the same terms [to those agreed with the current Specified Subcontractor] with a replacement subcontractor acceptable to the Department at no additional cost and at the earliest opportunity; and
 - b. For any other subcontractor – the Department may request the Service Provider to secure a replacement subcontractor acceptable to the Department at no additional cost and at the earliest opportunity.
- 2.4.10. If the Service Provider does not comply with any request made under clause 2.4.9 the Department may terminate this contract (or reduce the scope of this contract) in accordance with clause 10.2 of this contract.
- 2.4.11. In respect of a Specified Subcontractors or a subcontractor approved by the Department under this clause 2.4, the Service Provider must ensure that:
- a. the subcontract facilitates compliance by the Service Provider with its obligations under this contract;
 - b. the subcontract will not conflict with or detract from the rights and entitlements of the Department under this contract;
 - c. the other party to the subcontract has the necessary relevant expertise and the appropriate types and amounts of insurance to perform work in relation to the Services;
 - d. the subcontract contains all the relevant terms of this contract including those relating to compliance with the law, subcontracting, intellectual property, audit and access, privacy, confidentiality, warranties and indemnities, disclosure and termination and in particular that the Service Provider has a right to terminate the subcontract on terms no less favourable than those accorded the Department under this contract, in the event of this contract being terminated;
 - e. the other party to the subcontract acknowledges that, subject to applicable law, it may be considered a 'Commonwealth service provider' for the purposes of the *Ombudsman Act 1976* (Cth) and subject to investigation by

the Ombudsman under that Act and that the Department will not be liable for the cost of any such investigation by the Ombudsman in connection with the subject matter of the subcontract or the subject matter of this contract;

- f. the other party to the subcontract is prohibited from further subcontracting the Services without the prior written approval of the Department; and
- g. if requested, the Service Provider will promptly provide a copy of the relevant subcontract to the Department.

2.5. Specified Personnel

- 2.5.1. The Service Provider agrees that the Specified Personnel will perform work in relation to the Services in accordance with this contract.
- 2.5.2. If Specified Personnel are unable to perform the work as required under Item 9, the Service Provider agrees to notify the Department immediately.
- 2.5.3. The Service Provider agrees, at the request of the Department acting reasonably, to remove Personnel (including Specified Personnel) from work in relation to the Services.
- 2.5.4. If clause 2.5.2 or clause 2.5.3 applies, the Service Provider will provide replacement Personnel acceptable to the Department at no additional cost and at the earliest opportunity.

2.6. Responsibility of Service Provider

- 2.6.1. The Service Provider is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this contract and will not be relieved of that responsibility because of any:
 - a. involvement by the Department in the performance of the Services;
 - b. subcontracting of the Services;
 - c. acceptance by the Department of Specified Personnel; or
 - d. payment made to the Service Provider on account of the Services.

2.7. Illegal Workers

- 2.7.1. In this clause 2.7:

Illegal Worker means a person who has unlawfully entered Australia, remains in Australia after their visa has expired, or is working in breach of their visa conditions.

- 2.7.2. The Service Provider must ensure that its Service Provider Personnel do not include any Illegal Workers and must notify the Department immediately if it becomes aware of any of its Service Provider Personnel being an Illegal Worker.

3. Fees, allowances and assistance

3.1. Principal obligations of Department

3.1.1. The Department agrees to:

- a. pay the fees in the Instalments specified in Item 10;
- b. pay the allowances and meet the costs specified in Item 11; and
- c. make all payments as and when specified in Item 6.

3.2. Department's rights to defer or recover payment

3.2.1. The Department will be entitled (in addition and without prejudice to any other right it may have) to defer payment or reduce the amount of any Instalment if and for so long as the Service Provider has not completed, to the reasonable satisfaction of the Department, that part of the Services to which the Instalment relates.

3.2.2. Any Upfront Payment shall be offset against any future amounts payable by the Department to the Service Provider under the contract. The Department shall be deemed to have paid all or part of any invoice that has been correctly rendered in accordance with Item 6 until the sum of the amounts invoiced equals the amount of the Upfront Payment.

3.2.3. If any Upfront Payment is not fully offset as provided for in clause 3.2.2 then the Department may, by written notice, require the Service Provider to repay that amount to the Department.

3.2.4. If the Department has issued a notice under this contract requiring the Service Provider to pay back an amount:

- a. the Service Provider must do so within the time period specified on the notice;
- b. the Service Provider must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- c. the Department may recover the amount and any interest under this contract as a debt due to the Department without further proof of the debt being required.

3.3. Taxes, duties and government charges

3.3.1. Except as provided by this clause 3.3, the Service Provider agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this contract.

3.3.2. Unless otherwise indicated, the fees and all other consideration for any supply made under this contract is exclusive of any GST imposed on the supply.

3.3.3. If one party (the supplier) makes a taxable supply to the other party (the recipient) under this contract, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

3.3.4. No party may claim or retain from the other party any amount in relation to a supply made under this contract for which the first party can obtain an input tax credit or decreasing adjustment.

3.4. Superannuation

3.4.1. This contract is entered into on the understanding that the Department is not required to make any superannuation contributions in connection with the contract, unless stated to the contrary in Item 10.

3.5. Interest

3.5.1. For the purpose of this clause 3.5:

General Interest Charge Rate means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day that payment is due, expressed as a decimal rate per day; and

the day that payment is made is the day that the Department's system generates a payment request into the banking system for payment to the Service Provider.

3.5.2. Subject to clause 3.5.3, if the Department fails to pay to the Service Provider an amount under this contract by the due date for payment, the Department will pay simple interest on the unpaid amount at the General Interest Charge Rate calculated in respect of each day from the day after the amount was due and payable, up to and including the day that payment is made in accordance with the formula set out below:

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

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 is made.

3.5.3. The Department will only be required to pay simple interest under clause 3.5.2 where the amount of interest exceeds \$100.

4. Intellectual Property

4.1. Rights in Contract Material

- 4.1.1. Intellectual Property in all Contract Material vests or will vest in the Service Provider.
- 4.1.2. The Service Provider grants to (or will procure for) the Department a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit any existing Material, in conjunction with the Contract Material, for any purpose.
- 4.1.3. The Service Provider agrees that the licence granted in clause 4.1.2 includes a right for the Department to licence the existing Material, in conjunction with the Contract Material, to the public under an Open Access Licence.
- 4.1.4. The Service Provider agrees, on request by the Department, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 4.1.
- 4.1.5. The Service Provider warrants that:
- a. it is entitled; or
 - b. it will be entitled at the relevant time,
- to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 4.1.

4.2. Moral Rights

4.2.1. In this clause 4.2:

Permitted Acts

means any of the following classes or types of acts or omissions:

- a. using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution or authorship;
 - b. supplementing the Contract Material with any other Material;
 - c. using the Contract Material in a different context to that originally envisaged;
 - d. releasing the Contract Material to the public under an Open Access Licence; and
 - e. the acts or omissions specifically set out in Item 16;
- but does not include false attribution or authorship.

- 4.2.2. Where the Service Provider is a natural person and the author of the Contract Material, he or she consents to the performance of the Permitted Acts by the

Department or any person claiming under or through the Department (whether occurring before or after the consent is given).

4.2.3. Where clause 4.2.2 does not apply, the Service Provider agrees, where requested by the Department, to obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by the Department or any person claiming under or through the Department (whether occurring before or after the consent is given) and, on request, to provide the executed original of any such consent to the Department.

4.2.4. This clause 4.2 does not apply to any Commonwealth Material incorporated in the Contract Material.

5. Confidentiality of Official Information and other security obligations

5.1. Confidentiality of Official Information

5.1.1. Subject to clause 5.1.2, the Service Provider will not, without prior written authorisation of the Department, disclose any Official Information to any person (unless required to do so by law).

5.1.2. The Service Provider is authorised to provide Official Information to those Personnel and subcontractors who require access for the purposes of this contract.

5.1.3. The Service Provider agrees, on request by the Department at any time, to arrange for the Personnel and subcontractors referred to in clause 5.1.2 to give a written undertaking in a form acceptable to the Department relating to the use and non-disclosure of Official Information.

5.1.4. The Service Provider agrees to secure all Official Information against loss and unauthorised access, use, modification or disclosure.

6. Dealing with Copies and Access to Documents

6.1. Interpretation

6.1.1. In clause 6.2:

Copy	means any document, device, article or medium in which Commonwealth Material, Contract Material, or Official Information is embodied.
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6.2. Actions at end of contract

6.2.1. The Service Provider agrees, on expiration or termination of this contract, to deal with all Copies as directed by the Department, subject to any requirement of law binding on the Service Provider.

6.3. Access to documents

6.3.1. In this clause 6.3, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982* (Cth).

- 6.3.2. The Service Provider acknowledges that this contract is a Commonwealth contract.
- 6.3.3. 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 this contract (and not to the entry into the contract), the Department may at any time require the Service Provider to confirm that it or any subcontractor possesses or has control of the document and to consult with the Department in relation to the request for access
- 6.3.4. Subject to the applicable law, where required by the Department by written notice, the Service Provider must provide the document to the Department and the Service Provider must, at no additional cost to the Department, promptly comply with the notice.
- 6.3.5. The Service Provider must include in any subcontract relating to the performance of this contract provisions that will enable the Service Provider to comply with its obligations under this clause 6.3.

7. Not Used

8. Liability

8.1. Proportionate liability regimes excluded

- 8.1.1. To the extent permitted by law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Service Provider under or in connection with this contract.

8.2. Indemnity

- 8.2.1. The Service Provider indemnifies the Department from and against any:
- a. cost or liability incurred by the Department;
 - b. loss of or damage to property of the Department; or
 - c. loss or expense incurred by the Department in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Department
- arising from either:
- d. a breach by the Service Provider of this contract; or
 - e. an act or omission involving fault on the part of the Service Provider or its Personnel in connection with this contract.
- 8.2.2. The Service Provider's liability to indemnify the Department under clause 8.2.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of the Department or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

- 8.2.3. The right of the Department to be indemnified under this clause 8.2 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Department is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

9. Dispute resolution

9.1. Procedure for dispute resolution

- 9.1.1. The parties agree that a dispute arising under this contract will be dealt with as follows:
- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
 - b. within 5 Business Days (or such other period as agreed by the parties in writing) each party will nominate a representative not having any prior involvement in the dispute;
 - c. the representatives will try to settle the dispute by direct negotiation between them;
 - d. failing settlement within a further 10 Business Days or such other period as agreed by the parties in writing (or failure of one or both parties to nominate a representative within the period set out in clause 9.1.1.b), the parties may agree to refer the dispute to an independent third person with power:
 - i. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
 - ii. to mediate and recommend some form of non-binding resolution;
 - e. the parties will co-operate fully with any process instigated under clause 9.1.1.d in order to achieve a speedy resolution; and
 - f. if the parties have been unable to agree to refer the dispute to an independent third person, or they have agreed and a resolution is not reached within a further 20 Business Days (or such other period as the parties may agree in writing), either party may commence legal proceedings.

9.2. Costs

- 9.2.1. Each party will bear its own costs of complying with this clause 9, and the parties will bear equally the cost of any third person engaged under clause 9.1.1.d.

9.3. Continued performance

- 9.3.1. Despite the existence of a dispute, the Service Provider will (unless requested in writing by the Department not to do so) continue to perform the Services.

9.4. Exemption

9.4.1. This clause 9 does not apply to:

- a. action by the Department under or purportedly under clause 10.1;
- b. action by either party under or purportedly under clause 10.2; or
- c. legal proceedings by either party seeking urgent interlocutory relief.

10. Termination or reduction in scope of Services

10.1. Termination for convenience

10.1.1. The Department may by notice, at any time and in its absolute discretion, terminate this contract or reduce the scope of the Services immediately.

10.1.2. The Service Provider agrees, on receipt of a notice of termination or reduction:

- a. to stop or reduce work as specified in the notice;
- b. to take all available steps to minimise loss resulting from that termination or reduction; and
- c. to continue work on any part of the Services not affected by the notice.

10.1.3. In the event of termination under clause 10.1.1, the Department will be liable only:

- a. to pay any Instalment relating to Services completed before the effective date of termination;
- b. to reimburse any expenses the Service Provider unavoidably incurs relating entirely to Services not covered under clause 10.1.3.a; and
- c. to pay any allowance and meet any costs unavoidably incurred under Item 11 before the effective date of termination.

10.1.4. The Department will not be liable to pay amounts under clauses 10.1.3.a and 10.1.3.b which would, added to any fees already paid to the Service Provider under this contract, together exceed the fees set out in Item 10.

10.1.5. In the event of a reduction in the scope of the Services under clause 10.1.1, the Department's liability to pay fees or allowances, meet costs or provide facilities and assistance under clause 3 will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Services.

10.1.6. The Service Provider will not be entitled to compensation for loss of prospective profits.

10.2. Termination for fault

- 10.2.1. If a party fails to satisfy any of its obligations under this contract, then the other party – if it considers, acting reasonably, that the failure is:
- a. *not capable of remedy* – may, by notice, terminate the contract immediately; or
 - b. *capable of remedy* – may, by notice require that the failure be remedied within the reasonable time specified in the notice and, if not remedied within that time, may terminate the contract immediately by giving a second notice.
- 10.2.2. The Department may also by notice terminate this contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Service Provider comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001 (Cth)*, or has an order made against it for the purpose of placing it under external administration.

11. Not Used

12. Relationship Management and Notices

12.1. Service Provider's Representative

- 12.1.1. The Service Provider shall appoint and at all times maintain a Service Provider's Representative with full power and authority to represent and bind it in any matter related to this contract.

12.2. Department's Representatives

- 12.2.1. The Department shall, unless otherwise advised by the Department to the Service Provider, appoint and at all times maintain:
- a. a person in the role of Department Project Manager to be its main point of operational contact for all matters related to this contract generally; and
 - b. a person in the role of Contract Authority to be its main point of contact for legal or contract administration purposes.
- 12.2.2. The Department Project Manager has the power and authority to make all operational and administrative decisions in relation to this contract for the Department but is not empowered to:
- a. issue a notice of termination; or
 - b. make or agree to variation or amendment to the terms of this contract (including, without limitation, agree to any variation or amendment to any fees payable).
- 12.2.3. The powers referred to in clause 12.2.2 may be exercised by the Contract Authority.

12.3. General

- 12.3.1. Each party may at any time vary or revoke the appointment of any of its Representatives by written notice to the other party.
- 12.3.2. The powers, duties, discretions and authority of a Representative may be exercised or discharged by any relevant superior officer of that Representative.
- 12.3.3. Notwithstanding any other provision of this contract, an instruction, advice or notice given to any Representative of the Service Provider is deemed to be given to the Service Provider.

12.4. Format, addressing and delivery

- 12.4.1. A notice under this contract is only effective if it is in writing and dealt with as follows:
 - a. *if given by the Service Provider to the Department* – addressed to either the Department Project Manager or the Contract Authority at the address specified in Item 20 or as otherwise notified by the Department; or
 - b. *if given by the Department to the Service Provider* – given by either the Department Project Manager or the Contract Authority and addressed (and marked for attention) as specified in Item 21 or as otherwise notified by the Service Provider.
- 12.4.2. A notice is to be:
 - a. signed by the person giving the notice and delivered by hand; or
 - b. signed by the person giving the notice and sent by pre-paid post; or
 - c. transmitted electronically by the person giving the notice by electronic mail or facsimile transmission.

12.5. When effective

- 12.5.1. A notice is deemed to be effected:
 - a. *if delivered by hand* – upon delivery to the relevant address;
 - b. *if sent by post* – upon delivery to the relevant address;
 - c. *if transmitted electronically* – upon actual receipt by the addressee.
- 12.5.2. 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.

13. Indigenous Procurement Policy

13.1. Definitions

- 13.1.1. In this clause 13:

Indigenous enterprise	means an organisation that is 50% or more Indigenous owned that is operating a business;
Indigenous Procurement Policy	means the Indigenous Procurement Policy of the Commonwealth, details of which are available at: https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp ; and
Remote Area	means the areas identified in the map on the Indigenous Procurement Policy website, as updated from time to time.

13.2. Indigenous Procurement Policy

- 13.2.1. It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.
- 13.2.2. The Service Provider must use its reasonable endeavours to increase its:
- purchasing from Indigenous enterprises; and
 - employment of Indigenous Australians,
- in the delivery of the Services.
- 13.2.3. Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor and use of Indigenous suppliers in the Service Provider's supply chain.

14. Black Economy Procurement Connected Policy

14.1. Definitions

14.1.1. In this clause 14:

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

Valid

means valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.

14.2. Statement of Tax Records

14.2.1. The Service Provider warrants that at the Commencement Date it holds a Valid and Satisfactory Statement of Tax Record.

14.2.2. The Service Provider must hold a Valid and Satisfactory Statement of Tax Record at all times during the term of this contract and, on request by the Department, provide to the Department a copy of any such Statement of Tax Record.

14.2.3. Without limiting its other rights under this contract or at law, any failure by the Service Provider to comply with the requirements outlined in clauses 14.2.1 and 14.2.2 will be a breach of this contract.

14.2.4. The Service Provider warrants in relation to any first tier subcontractor it has engaged to deliver Services with an estimated value of over \$4 million (GST inclusive) that the Service Provider either:

- a. provided a Valid and Satisfactory Statement of Tax Record for the subcontractor as part of its response for the approach to market that resulted in the entry of this contract; or
- b. holds a Satisfactory Statement of Tax Record for the subcontractor that was Valid at the time of entry into the subcontract by the Service Provider and the subcontractor.

14.2.5. The Service Provider must ensure that any first tier subcontractor engaged to deliver Services with an estimated value of over \$4 million (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record at all times during the term of the relevant subcontract.

14.2.6. The Service Provider must retain a copy of any Statement of Tax Record held by any first tier subcontractor in accordance with clause 14.2.5 and must, on request by the Department, provide to the Department a copy of any such Statement of Tax Record.

14.2.7. For the purposes of this clause 14, unless otherwise stated in an amendment to the Black Economy Procurement Connected Policy, 'first tier subcontractor' means a subcontractor engaged by the Service Provider, and not subcontractors engaged by first tier subcontractors.

15. General provisions

15.1. Workplace Gender Equality

15.1.1. The Service Provider must comply with its obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act).

15.1.2. If the Service Provider becomes non-compliant with the WGE Act during the term of this contract, the Service Provider must promptly notify the Department.

15.1.3. If the term of the contract exceeds 18 months, the Service Provider must provide a current letter of compliance from the Workplace Gender Equality Department within 18 months from the Commencement Date and, following this, annually to the Department.

15.1.4. Compliance with the WGE Act does not relieve the Service Provider from its responsibility to comply with its other obligations under this contract.

15.2. Work health and safety

15.2.1. The Service Provider agrees, in carrying out this contract, to comply with:

- a. all relevant legislation, codes of practice and national standards relating to work health and safety, including in relation to consultation, representation and participation; and
- b. all applicable policies and procedures relating to work health and safety, including those that apply to the Department's premises when using those premises.

15.2.2. In the event of any inconsistency between any of the policies and procedures referred to in clause 15.2.1, the Service Provider will comply with those policies and procedures that produce the highest level of health and safety.

15.3. Obligations of Service Provider in relation to privacy

15.3.1. The Service Provider agrees, in providing the Services:

- a. to comply with its obligations under the Privacy Act and not to otherwise do any act or engage in any practice which, if done or engaged in by the Department, would be a breach of an Australian Privacy Principle under the Privacy Act; and
- b. to comply with any directions, guidelines, determinations or recommendations referred to in, or relating to the matters set out in Item 18, to the extent that they are consistent with the obligations referred to in subclause 15.3.1.a above.

15.3.2. If the Service Provider becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Service Provider as a result of this contract or its provision of the Services, the Services Provider agrees to:

- a. notify the Department in writing as soon as possible, which must be no later than within 3 Business Days; and
- b. unless otherwise directed by the Department, carry out an assessment in accordance with the requirements of the Privacy Act.

15.3.3. Where the Service Provider is aware that there are reasonable grounds to believe there has been, or where the Department notifies the Service Provider that there has been, an Eligible Data Breach in relation to any Personal

Information held by the Service Provider as a result of this contract or its provision of the Services, the Service Provider must:

- a. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
- b. unless otherwise directed by the Department, take all other action necessary to comply with the requirements of the Privacy Act; and
- c. take any other action as reasonably directed by the Department.

- 15.3.4. The Service Provider agrees to notify the Department immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 15.3.

Note: For information about the Privacy Act see the fact sheet referred to in Item 23.

15.4. Audit and access

- 15.4.1. The Service Provider agrees:

- a. to give the Department Project Manager, or any persons authorised in writing by the Department Project Manager, access to assets, including any computer hardware or software or other equipment, or premises where the Services are being performed or where Official Resources are located; and
- b. to permit those persons to inspect and take copies of any Material relevant to the Services, including but not limited to details of the Service Provider's compliance with WMDA or Australian standards.

- 15.4.2. The rights referred to in clause 15.4. are subject to:

- a. the Department providing reasonable prior notice;
- b. the reasonable security procedures in place at the premises; and
- c. if appropriate, execution of a deed of confidentiality by the persons to whom access is given.

The Auditor-General and Information Officer (including their delegates) are persons authorised for the purposes of this clause 15.4.

- 15.4.3. This clause 15.4 does not detract from the statutory powers of the Auditor-General or Information Officer (including their delegates).

15.5. Insurance

- 15.5.1. The Service Provider agrees:

- a. to effect and maintain the insurance specified in Item 22; and
- b. on request, to provide proof of insurance acceptable to the Department.

- 15.5.2. This clause 15.5 continues in operation for so long as any obligations remain in connection with the contract.

15.6. Extension of provisions to subcontractors and Personnel

15.6.1. In this clause 15.6:

Requirement means an obligation, condition, restriction or prohibition binding on the Service Provider under this contract.

15.6.2. The Service Provider agrees to ensure that:

- a. its subcontractors and Personnel comply with all relevant Requirements; and
- b. any contract entered into in connection with this contract imposes all relevant Requirements on the other party.

15.6.3. The Service Provider agrees to exercise any rights it may have against any of its subcontractors, Personnel or third parties in connection with a Requirement in accordance with any direction by the Department.

15.7. Conflict of interest

15.7.1. In this clause 15.7:

Conflict means any matter, circumstance, interest, or activity affecting the Service Provider, its Personnel or subcontractors which may or may appear to impair the ability of the Service Provider to provide the Services to the Department diligently and independently.

15.7.2. The Service Provider warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date no Conflict exists or is likely to arise in the performance of the Services.

15.7.3. If, during the period of this contract a Conflict arises, or appears likely to arise, the Service Provider agrees:

- a. to notify the Department immediately;
- b. to make full disclosure of all relevant information relating to the Conflict; and
- c. to take any steps the Department reasonably requires to resolve or otherwise deal with the Conflict.

15.8. Relationship of parties

15.8.1. The Service Provider is not by virtue of this contract an officer, employee, partner or agent of the Department, nor does the Service Provider have any power or authority to bind or represent the Department.

15.8.2. The Service Provider agrees:

- a. not to misrepresent its relationship with the Department; and

- b. not to engage in any misleading or deceptive conduct in relation to the Services.

15.9. Waiver

- 15.9.1. A failure or delay by a party to exercise any right or remedy it holds under this contract or at law does not operate as a waiver of that right.
- 15.9.2. The exercise or partial exercise by a party of any right or remedy it holds under this contract or at law does not prevent any other exercise or partial exercise of that right or remedy by the party.

15.10. Variation

- 15.10.1. A variation of this contract is binding only if agreed in writing and signed by the parties.

15.11. Assignment

- 15.11.1. The Service Provider cannot assign its obligations, and agrees not to assign its rights, under this contract without the Department's prior written approval.

15.12. Survival

- 15.12.1. Unless the contrary intention appears, the expiry or earlier termination of this contract will not affect the continued operation of any provision relating to:
 - a. licensing of Intellectual Property;
 - b. confidentiality;
 - c. security;
 - d. privacy;
 - e. dealing with copies;
 - f. books and records;
 - g. audit and access;
 - h. an indemnity;or any other provision which expressly or by implication from its nature is intended to continue.

15.13. Compliance with Legislation

- 15.13.1. In this clause 15.13:

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

- 15.13.2. The Service Provider agrees to comply with any Legislation applicable to its performance of this contract.

15.13.3. The Service Provider acknowledges that its attention has been drawn to the fact sheet referred to in Item 23 which provides details of some Legislation that may be applicable to the performance of the contract.

15.14. Applicable law

15.14.1. This contract is to be construed in accordance with, and any matter related to it is to be governed by, the law of the State or Territory specified in Item 24.

15.14.2. The parties submit to the jurisdiction of the courts of that State or Territory.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

THE SCHEDULE - CONTRACT DETAILS

1. Background

The Department requires the Service Provider to administer the Donor Registry, manage Specified Subcontractors and perform International Searches.

This contract provides for delivery of Core Services, International Searches and subcontracted cord blood bank and transplant recipient registry services. The purpose of these services is:

- the management of the Donor Registry, including the maintenance of Donor Registry Standards and Donor Registry Systems;
- administering compliance with Australian and international unrelated HPC accreditation requirements and legal obligations;
- the provision of international registry searches for compatible donors and Cord Blood Units when a domestic source of compatible HPC is not available;
- the maintenance of appropriate arrangements to provide suitable cord blood to patients requiring HPC transplantation through storage and release of Eligible Cord Blood Units; and
- facilitating international access to Eligible Cord Blood Units.

The parties both wish to enter into this contract which sets out in detail the manner in and terms on which the Service Provider will provide the Services.

2. Services

(see clause 2.1.1.a)

- 2.1.1. The Service Provider must provide the services as described at clause 1 of Attachment A.
- 2.1.2. The Service Provider must provide the Additional Services described at clause 2 of Attachment A if requested by the Department.

3. Required Contract Material

(see clause 2.1.1.c)

The Service Provider must provide the required Contract Material as described at clause 3 of Attachment A.

4. Policies, Standards and Guidelines

(see clause 2.1.1.d)

The Service Provider must ensure that the Services comply with the following:

- a. the Web Content Accessibility Guidelines (currently available at <https://www.w3.org/TR/WCAG20/>);
- b. ABMDR Policy on Maximum Funding (currently available at <https://www.abmdr.org.au/searching-for-a-donor/>);

- c. the World Marrow Donor Association (WMDA) International Standards for Unrelated Hematopoietic Stem Cell Donor Registries;
- d. the Bone Marrow Transplant Program Guidelines (currently available at <https://www1.health.gov.au/internet/main/publishing.nsf/Content/health-organ-bmtransplant.htm>); and
- e. the Commonwealth Fraud Control Guidelines 2011.

The Service Provider must ensure their Personnel conduct themselves in accordance with the Australia Public Service Values and Code of Conduct (more information is available from <https://www.apsc.gov.au/>).

5. Commencement and Timeframe

(see clause 2.1.1.e)

Timeframe: The contract will commence on the Commencement Date.

End Date: 30 June 2022

6. Invoicing and Payment

(see clauses 2.1.1.f & 3.1.1.c)

Invoices:

Invoices may only be issued by the Service Provider following the Department's acceptance of all relevant Contract Material required for payment of an Instalment as set out at Item 2.

To be correctly rendered, invoices must include the following information:

- a. the words "tax invoice" stated prominently;
- b. the Service Provider's name;
- c. the Service Provider's ABN;
- d. the Department's name and address;
- e. the date of issue of the tax invoice;
- f. the title of this contract and the contract number or purchase order number (if any);
- g. details of fees, allowances and costs including the items to which they relate;
- h. the total amount payable (including GST);
- i. the GST amount shown separately; and
- j. written certification in a form acceptable to the Department that the Service Provider has paid all remuneration, fees or other amounts payable to its Personnel and/or subcontractors involved in performance of the contract.

All claims for allowances or costs must be supported by receipts or other documentation which clearly substantiate the Service Provider's entitlement to those allowances or costs.

An invoice is not correctly rendered where:

- a. it includes amounts that are not properly payable under this contract or are incorrectly calculated; or
- b. it relates to a payment in relation to which the Department has exercised its rights under clause 3.2 of the contract.

All invoices must be addressed to the Department Project Manager.

Payment:

Subject to clause 3.2, the due date for payment by the Department is 20 calendar days after delivery of a correctly rendered invoice. If this period ends on a day that is not a Business Day, the due date for payment is the next Business Day.

Payment will be effected by electronic funds transfer (EFT) to the following bank account of the Service Provider:

Bank: Commonwealth Bank of Australia
Account Name: Australian Bone Marrow Donor Registry
BSB Number: 062-032
Account Number: 10023411

7. Department Project Manager and Contract Authority
(see clause 12.2)

- 7.1.1. The Department Project Manager is the person for the time-being holding, occupying or performing the duties of ^{s 22}

s 22

- 7.1.2. The Contract Authority is the person for the time-being holding, occupying or performing the duties of Assistant Secretary, Office of Health Technology Assessment – Policy Branch, currently Louise Clarke, available on telephone number 02 6289 9202 or via the address and facsimile number set out in Item 20.

8. Specified Subcontractors
(see clause 2.4)

The Service Provider may subcontract the performance of parts of the Services as follows:

PART OF THE SERVICES BEING SUBCONTRACTED	SUBCONTRACTOR	ADDITIONAL CONDITIONS	REQUIRED PAYMENTS TO EACH SUBCONTRACTOR
<p>St. Vincent's Hospital Sydney Limited ACN 054 038 872 ABN 77 054 038 872 (St. Vincent's Hospital) will be subcontracted to operate the Australasian Bone Marrow Transplant Recipient Registry, involving the reporting of allogeneic and autologous bone marrow, peripheral blood and cord blood stem cell transplants and outcomes throughout Australia.</p> <p>St Vincent's hospital will ensure that the Australasian Bone Marrow Transplant Recipient Registry works collaboratively with transplant centres and the Service Provider to deliver quality and timely reporting of the haemopoietic stem cell transplant outcomes.</p> <p>The Service Provider may also make requests and require assistance for scientific projects from St Vincent's Hospital under the subcontract.</p>	St Vincent's Hospital	<p>The Service Provider is to ensure that St Vincent's Hospital maintains all appropriate types and amounts of insurance for the activities to be carried out under the subcontract and:</p> <p>(a) if the subcontractor takes out a 'claims made policy', the subcontractor must maintain the policy during the term of the subcontract and a policy in like terms for at least seven years after the expiry or earlier termination of the subcontract; or</p> <p>(b) if a subcontractor takes out an 'occurrence policy', the subcontractor must maintain the policy during the term of the subcontract.</p>	s 47G

PART OF THE SERVICES BEING SUBCONTRACTED	SUBCONTRACTOR	ADDITIONAL CONDITIONS	REQUIRED PAYMENTS TO EACH SUBCONTRACTOR
Cord Blood Banks will be subcontracted to store and manage the use of Eligible Cord Blood Units, and make ready and release Eligible Cord Blood Units to Eligible Recipients at no charge or to persons who are not Eligible Recipients for a fee agreed upon by the Service Provider and the Department.	Cord Blood Banks	<p>The Service Provider must ensure that the Cord Blood Banks maintain all appropriate types and amounts of insurance for the activities to be carried out under the subcontract and:</p> <p>(a) if the subcontractor takes out a 'claims made policy', the subcontractor must maintain the policy during the term of the subcontract and a policy in like terms for at least seven years after the expiry or earlier termination of the subcontract; or</p> <p>(b) if a subcontractor takes out an 'occurrence policy', the subcontractor must maintain the policy during the term of the subcontract.</p> <p>In addition, the Service Provider is to ensure:</p> <p>(a) that the Cord Blood Banks (and their subcontractors) use reasonable endeavours to obtain and maintain reasonable insurance for Cord Blood Product Risks for which they may be or become legally liable;</p> <p>(b) ensure that the Cord Blood Banks (and their subcontractors) satisfy the requirements to hold a TGA licence;</p> <p>(c) notify the Department in writing if a Cord Blood Bank (or its subcontractor) is unable to obtain or maintain insurance referred to above in relation</p>	s 47G

PART OF THE SERVICES BEING SUBCONTRACTED	SUBCONTRACTOR	ADDITIONAL CONDITIONS	REQUIRED PAYMENTS TO EACH SUBCONTRACTOR
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to any legal jurisdiction into which
Eligible Cord Blood Units are released
or proposed to be released; and

(d) ensure that the Cord Blood Banks
(and their subcontractors) do not allow
the release of Eligible Cord Blood
Units into any legal jurisdiction for
which the Cord Blood Bank and its
subcontractors cannot obtain or
maintain the insurance referred to
above, except with the prior written
consent of the Department and in
accordance with any conditions that
the Department may impose in its
reasonable discretion in giving
consent.

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THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

9. Specified Personnel

(see clause 2.5)

- 9.1.1. There are no specified personnel required to perform the Services.

10. Fees

(see clauses 3.1.1.a, 10.1.3.a & 10.1.3.b)

- 10.1.1. The total fee for the Service is \$20,314,762 (GST exclusive) payable by the following Instalments:
- a. Instalment One: \$4,029,928 (GST exclusive) at the Commencement Date (Upfront Payment);
 - b. Instalment Two: \$3,346,686 (GST exclusive) upon acceptance of the first progress report (as described in clause 3.1.1.f of Attachment A);
 - c. Instalment Three: \$3,049,775 (GST exclusive) upon acceptance of the second progress report as described in clause 3.1.1.f of Attachment A);
 - d. Instalment Four: \$3,742,431 (GST exclusive) upon acceptance of the third progress report (as described in clause 3.1.1.f of Attachment A);
 - e. Instalment Five: \$3,072,971 (GST exclusive) upon acceptance of the fifth progress report (as described in clause 3.1.1.f of Attachment A);
 - f. Instalment Six: \$3,072,971 (GST exclusive) upon acceptance of the sixth progress report (as described in clause 3.1.1.f of Attachment A); and
- 10.1.2. The total fee for Service includes the required payments to Specified Subcontractors, which must be paid in accordance with the relevant subcontract.

11. International Searches Program Allowances and Costs

(see clauses 3.1.1.b & 10.1.3.c)

Costs

- 11.1.1. The Department will reimburse the Service Provider all reasonable costs incurred by requesting searches of International Donor Registries and family members on behalf of Eligible Patients. The Service Provider will invoice the Department monthly for the reimbursement of these costs; invoices will be submitted with a monthly ISP activity report. Invoices will not be paid by the Department until the relevant monthly ISP activity report is accepted by the Department. Unless otherwise agreed, the maximum costs payable to the Service Provider is limited to \$4,753,526 for the term of the contract.
- 11.1.2. International Searches Program administration expenses, including audit fees, bank charges, computer expenses, and foreign exchange gain or loss for the Services are excluded from the costs that the Service Provider may seek reimbursement for under this contract.

11.1.3. The Service Provider must provide copies of invoices from International Donor Registries as requested by the Department to substantiate the costs claimed.

12. Not Used

13. Not Used

14. Not Used

15. Not Used

16. **Moral Rights**
(see clause 4.2)

Permitted Acts

There are no additional Permitted Acts.

17. Not used

18. **Privacy Codes, Guidelines, Determinations or Recommendations**
(see clause 15.3.1.b)

None Applicable.

19. Not Used

20. **Department's Address for Notices**
(see clause 12.4.1.a)

Physical address

Sirius Building, Furzer St
Woden Town Centre ACT 2606

Postal address

GPO Box 9848
Canberra ACT 2601

Email

s 22

Louise.Clarke@health.gov.au

21. **Service Provider's Address for Notices**
(see clause 12.4.1.b)

Physical address

s 47F

Postal address

As above

Email

s 47F

22. Insurance

(see clause 15.5)

Required insurance:

- a. workers' compensation as required by law;
- b. public liability insurance to a value of \$10 million; and
- c. professional indemnity insurance to a value of \$10 million.

23. Applicable Legislation

(see clause 15.13.3)

See AGS Fact Sheet: Commonwealth legislation that may apply to Australian Government contractors, available at:

<http://www.ags.gov.au/publications/fact-sheets/index.html>

24. Applicable Law

(see clause 15.14)

Australian Capital Territory

ATTACHMENT A – DESCRIPTION OF SERVICES

1. Services to be provided

- 1.1.1. The Service Provider agrees to provide the Services in relation to Core Services, as well as the International Searches Program and managing Specified Subcontractors.
- 1.2. Core Services
- 1.2.1. The Service Provider will:
- a. manage and maintain the Donor Registry to centrally coordinate the provision of matched unrelated HPC to Eligible Patients;
 - b. ensure that the Donor Registry Standards for adult volunteer recruitment and Eligible Cord Blood Units optimise identification of compatible matches for Australian patients;
 - c. ensure that Donor Registry Systems remain current and contain the details of all eligible adult volunteers in Australia who have registered to donate HPCs to unrelated patients requiring HPC transplants;
 - d. support patient searches through Donor Registry Systems to identify compatible adult volunteer donors and Cord Blood Units in Australia, and in International Donor Registries; and
 - e. manage accounts payable and receivable with International Donor Registries, including local currency and foreign exchange.
- 1.2.2. In provisioning appropriately matched HPC for Eligible Patients, the Service Provider will administer Donor Registry Standards to ensure the safety and care of volunteer donors, and the security of their data.
- 1.2.3. The Service Provider must:
- a. educate volunteer donors to exercise informed consent about joining the Donor Registry and allow for an independent and educated decision when asked to donate;
 - b. engage with volunteer donors and identify improvements to their donation experience, to minimise the donation effort;
 - c. ensure donor interactions by, or on behalf of, the Donor Registry maximise donor recruitment referrals and willingness to donate; and
 - d. pursue and maintain international collaborations for the benefit of Eligible Recipients with countries who have established donor and/or cord blood registries and those countries wishing to establish donor and/or cord blood registries.
- 1.2.4. The Service Provider is required to maintain formal accreditation with the WMDA by:

- a. maintaining Donor Registry compliance to the WMDA standards and a working presence within WMDA standards-setting processes;
 - b. establishing and administering Donor Registry Standards and contractual arrangements to require that third parties that provide unrelated HPC services within the Australian HPC sector meet WMDA and Australian requirements; and
 - c. conducting regular reviews of third parties that provide unrelated HPC services against the relevant Donor Registry Standards and contractual arrangements.
- 1.2.5. The Service Provider must ensure that any approvals that may be required for HPC importation or export are obtained.
- 1.2.6. The Service Provider must maintain appropriate staffing levels in order to perform all Services under the contract.
- 1.2.7. The Service Provider must secure appropriate office accommodation for the duration of the contract.
- 1.2.8. The Service Provider will provide support and advice, as required and requested by transplant coordinators within hospitals, regarding:
- a. the provision of HPCs;
 - b. safe and efficient travel arrangements; and
 - c. any additional correspondence/negotiation with registries.
- 1.2.9. The Service Provider will maintain a research and release governance committee, with terms of reference agreed by the Department, to assess the appropriateness of research or other non-transplantation requests to access volunteer adult donors or Eligible Cord Blood Units and direct the conditions of any approved access.
- 1.2.10. The Service Provider will provide advice on incoming Bone Marrow Transplant Program invoices to support the allocation of costs to appropriate programs.
- 1.2.11. Where International Searches have identified a compatible international source of HPCs for transplant into Eligible Patients, the Service Provider will facilitate integration with the Bone Marrow Transplant Program administration.
- 1.3. Australasian Bone Marrow Transplant Recipient Registry**
- 1.3.1. The Service Provider must enter into a contract with St Vincent's Hospital for the Australasian Bone Marrow Transplant Recipient Registry to use its best efforts to record details of allogeneic and autologous stem cell transplant outcomes throughout Australia which requires:
- a. St Vincent's Hospital to operate the Australasian Bone Marrow Transplant Recipient Registry to receive data on the outcome of haemopoietic stem cell transplants conducted in Australia and New Zealand and compile from those data an annual report; and

- b. St Vincent's Hospital to provide responses to ad hoc requests and assistance for scientific projects to the Service Provider.

1.4. International Searches

1.4.1. The Service Provider must undertake the following activities in accordance with the Application Guidelines and the ABMDR Policy on Maximum Funding in relation to the processing of Patient Applications:

- a. receive, assess for completeness and record all Patient Applications;
- b. return all incomplete Patient Applications to the applicant as soon as reasonably practicable;
- c. for each Eligible Patient, support the Tissue Typing and other necessary testing of potential consanguineous (blood) relative donors currently residing internationally;
- d. for each Eligible Patient, support the searches of International Donor Registries for potentially compatible unrelated HPC donors;
- e. where International Searches have identified potential matches for Eligible Patients, facilitate the Tissue Typing and other necessary testing of the potential donors or Cord Blood Units against patients in order to select the best available donor-patient compatibility matches; and
- f. where International Searches have identified a compatible international source of HPCs for transplant into an Eligible Patient, facilitate integration with the Bone Marrow Transplant Program administration.

1.4.2. The Service Provider must administer the International Searches Program in accordance with the Application Guidelines and ABMDR Policy on Maximum Funding.

1.4.3. Whilst providing the Services under this contract, the Service Provider must review the Application Guidelines to ensure that they:

- a. set out the Eligibility Criteria for Eligible Patients and, if a source of HPCs is identified, subsequent access to the Bone Marrow Transplant Program;
- b. outline the approval process, including who (i.e. the approver's position rather than his/her name) has to approve the application;
- c. state that financial assistance for patients is limited and specify the limit;
- d. state that applications will be processed in the order in which they are received;
- e. state that all personal information will be collected, used and kept in accordance with the *Privacy Act 1988* (Cth); and
- f. are available on the Service Provider's Internet website and made available as a paper copy on request.

- 1.4.4. The Service Provider must seek and include the Department's input into the Application Guidelines and ABMDR Policy on Maximum Funding at least one month before adopting any revisions.
- 1.4.5. Whilst providing the Services, the Service Provider will collaborate with the Department to internally review the interactions between the International Searches Program and the Bone Marrow Transplant Program for purposes including but not limited to:
- a. aligning the Eligibility Criteria of the two programs;
 - b. clarifying the procedures and measures of each program;
 - c. implementing ongoing improvements of administration functions of the programs; and
 - d. ensuring each program is implemented concurrently with patient outcomes effectively and efficiently pursued.
- 1.5. Managing Subcontractors**
- 1.5.1. The Service Provider must:
- a. coordinate the provision of a high quality, coordinated, collaborative, cost-effective network for the storage and supply of Cord Blood Units for use by patients in need of haemopoietic stem cell transplantation;
 - b. administer payments to Cord Blood Banks in accordance with this contract;
 - c. administer payments to the St Vincent's Hospital for the Australasian Bone Marrow Transplant Recipient Registry in accordance with this contract;
 - d. facilitate data collection to enable the production of Contract Material;
 - e. maintain an administrative infrastructure, including staffing and office resources to support the above;
 - f. update and maintain information about the Cord Blood Banks and ABMTRR and their activities in the Service Provider's progress reports; and
 - g. respond in a timely manner to any requests for information from the Department.
- 1.6. Cord Blood Banks**
- 1.6.1. The Service Provider must ensure Cord Blood Banks provide adequate resourcing, clinical expertise and administrative support to maintain the availability of their inventory of high quality Eligible Cord Blood Units.
- 1.6.2. The Service Provide must ensure that Eligible Cord Blood Units are;
- a. supplied to Eligible Recipients at no charge; or
 - b. supplied to persons who are not Eligible Recipients for a fee agreed upon by the Service Provider and the Department.

- 1.6.3. The Service Provider must ensure that the Cord Blood Banks;
- a. work collaboratively with other Cord Blood Banks so that they are able to obtain Therapeutic Goods Administration (TGA) licences to manufacture therapeutic goods; and
 - b. do not export Eligible Cord Blood Units unless they are compliant with the relevant regulatory requirements issued by the TGA and the Technical Master File of the Cord Blood Banks in accordance with TGA licensing requirements.
- 1.6.4. The Service Provider will ensure that the Cord Blood Banks will not enter into commercial activities relating to the processing, storage and supply of Eligible Cord Blood Units.
- 1.6.5. The Service Provider must inform the Department immediately of:
- a. any issues identified by the TGA affecting the granting of a licence for the Cord Blood Banks to manufacture therapeutic goods; or
 - b. any instance of the TGA refusing to license any Cord Blood Bank to manufacture therapeutic goods, or cancelling such a licence or otherwise revoking such a licence, in which case the Service Provider must cease payments to the relevant Cord Blood Bank.
- 1.6.6. The Service Provider must ensure that the Cord Blood Banks meet the standard required to enable the granting and ongoing maintenance of a NetCord-FACT accreditation.
- 1.6.7. The Service Provider must obtain the necessary data from the Cord Blood Banks to enable patient searches of their Eligible Cord Blood Unit inventory through Donor Registry systems.
- 1.7. Cord Blood Export Revenue**
- 1.7.1. The Service Provider will:
- a. invoice International Donor Registries applicable and approved Cord Blood Export Fees;
 - b. administer all valid expense payments associated with International Donor Registries searching, requesting and receiving Eligible Cord Blood Units;
 - c. in the annual report, provide an audited statement to the Department indicating:
 - i. the total Cord Blood Export Revenue received in the reported financial year;
 - ii. the cumulative balance of Cord Blood Export Revenue from previous financial years, less any Cord Blood Export Revenue expenditure authorised in accordance with clauses 1.7.3 to 1.7.6 below; and

- iii. confirmation that the Service Provider has sufficient cash available to cover a payment equal to this cumulative Cord Blood Export Revenue balance.
- 1.7.2. Subject to clauses 1.7.3 to 1.7.7 below, the Service Provider holds Cord Blood Export Fees and Cord Blood Export Revenue on its own account.
- 1.7.3. The Cord Blood Export Revenue must be used only for purposes as directed by the Department. The Department acknowledges that it must not direct the Service Provider to use the balance of the Cord Blood Export Revenue without first obtaining the agreement of the States and Territories.
- 1.7.4. Expenditure of Cord Blood Export Revenue amounts up to and including \$1 million can be authorised by the Department after consultation with the jurisdictional HPC representatives. Proposals can be referred to jurisdictional HPC representatives by the Service Provider.
- 1.7.5. Expenditure of Cord Blood Export Revenue amounts in excess of \$1 million can be authorised by the Australian Health Ministers' Advisory Council (AHMAC) or any equivalent body having policy oversight of cell and tissue donation and transplantation. Proposals can be referred to the relevant principal committee via jurisdictional HPC representatives.
- 1.7.6. The Service Provider must provide a business case to support proposals for Cord Blood Export Revenue expenditure demonstrating the need for the expenditure to be consistent with the priorities agreed by the Australian Health Ministers Conference (now COAG Health Council) in May 2011.
- 1.7.7. If, at the expiration or earlier termination of this contract, the Department does not enter into a further contract with the Service Provider for the provision of the Services, the Service Provider must pay any remaining Cord Blood Export Revenue to the Department when and as directed by the Department to do so.
- 1.8. **COVID-19 response centre** ^{s 47G}
- 1.8.1. The Service Provider is required to provide the following Services in relation to the ABMDR COVID-19 Response Centre:
 - a. maintain the ABMDR's COVID-19 Response Centre to centralise and directly manage all new and significant COVID-19 impacted activities and processes (such as information services, transport, logistics and donor management);
 - b. ensure an appropriate level of staffing for the ABMDR COVID-19 Response Centre;
 - c. comply with international and national policies and regulations relating to transportation of HPC transplant material;
 - d. maintain an appropriate level of knowledge and operational activity to mitigate any increase in the level of complexity in unrelated HPC transplant activity;

- e. undertake reasonable measures to ensure the appropriate dissemination of COVID-19 related activities and updates to appropriate stakeholders;
- f. ensure that the agreed clinical representative in each jurisdiction and JHPCC members are included in all communications relating to COVID-19 activities;
- g. provide a record of the communications in sub clauses 1.8.1e and f above as part the progress reports;
- h. provide an update on the impact of COVID-19 on current and expected operational activities after six months;
- i. revise the COVID-19 Response Centre additional activities as directed by the Department following the six month review;
- j. develop a plan outlining the steps and timeframe for the return to non-COVID-19 impacted operating arrangements, incorporating input from the parties identified in sub clause 1.8.1f above prior to the cessation of the COVID-19 Response Centre; and
- k. return any unspent amount that has been paid upfront to the Service Provider.

2. Additional Services

2.1. Donor recruitment activities

2.1.1. Subject to the Department issuing one or more Work Orders, the Service Provider may be requested to provide the following Additional Services in relation to Donor Recruitment Activities:

- a. provide and maintain a donor recruitment pathway through the utilisation of home delivered buccal swabs;
- b. undertake donor recruitment and management activities for no more than 12 months unless otherwise directed by the Department;
- c. only utilise Australian Register of Therapeutic Goods registered buccal swabs;
- d. comply with donor recruitment targets as advised by the Department and determined by the JHPCC;
- e. seek to procure the services of an appropriately accredited Australian testing facility to undertake testing for new donor registration, as defined in the Donor Registry Standards;
- f. provide an update on donor recruitment activities against agreed donor recruitment targets as part of contractual progress reports; and
- g. advise when allocated funding for donor recruitment activities is depleted.

3. Required Contract Material

- 3.1.1. The Service Provider must provide the following Contract Material to the Department:
- a. A detailed activity work plan for agreed project activities, in an agreed format. The activity work plan must:
 - i. identify and provide details, including timeframes, stakeholder relationships, processes and strategies of each of the Services being undertaken by the Service Provider, including information as to how the Service Provider will demonstrate delivery of the outcomes;
 - ii. provide clear links to the aims, objectives and targets of the Services;
 - iii. include a risk management plan that identifies challenges and constraints and proposes mitigation strategies; and
 - iv. be reviewed annually and, if amendments are required, be resubmitted to the Department for approval.
 - b. A key performance indicator framework, agreed by the Department, that appropriately monitors the effectiveness of the Donor Registry's processes and outcomes; and subsequent reports against the agreed key performance indicators in the agreed timeframes.
 - c. The terms of reference under which a research and release governance committee will be established as set out in clause 1.2.9.
 - d. An ABMDR Policy on Maximum Funding for the International Searches Program, by the date specified in clause 3.1.2, including:
 - i. definitions of 'Initial Financial Assistance' and 'Additional Financial Assistance', stating for each of these types of assistance the criteria that will be applied to determine the extent of the searching that will be conducted in relation to consanguineous relatives and unrelated donors or cord blood units;
 - ii. placing the ABMDR Policy on Maximum Funding on the Service Provider's website or placing a message on its website stating that copies of the ABMDR Policy on Maximum Funding are available on request;
 - iii. seeking and including the Department's input into its ABMDR Policy on Maximum Funding at least one calendar month before adopting any revisions; and
 - iv. being reviewed annually and, if amendments are required, being resubmitted to the Department for approval.
 - e. Application Guidelines for the International Searches Program, by the date specified in clause 3.1.2 including:

- i. the Eligibility Criteria for Eligible Patients, and if a source of HPCs is identified, subsequent access to the Bone Marrow Transplant Program;
 - ii. the approval process, including who (i.e. the approver's position rather than his/her name) has to approve the application;
 - iii. that financial assistance for patients is limited and specify the limit;
 - iv. that applications will be processed in the order in which they are received;
 - v. a statement that all personal information will be collected, used and kept in accordance with the law, i.e. the *Privacy Act 1988* (Cth); and
 - vi. being reviewed annually and, if amendments are required, being resubmitted to the Department for approval.
- f. Monthly ISP activity reports provided to the Department electronically in Word or PDF format, for the purpose of approving ISP payments.
- g. Progress reports, at the dates specified in clause 3.1.2, provided to the Department electronically in Word or PDF format, for the purpose of monitoring progress in delivery of funded activities, including the following information:
- i. information about progress or achievements made in the performance of the Services;
 - ii. information about difficulties (if any) encountered in the performance of the Services during the period covered by the report and the action proposed or undertaken to overcome those difficulties; and
 - iii. outcomes of Board, Committee or Subcommittee meetings where those outcomes impact upon the Services.
- h. Financial reports, at the dates specified in clause 3.1.2, provided to the Department electronically in Word or PDF format, covering, but not limited to:
- i. the total payments received from the Commonwealth and any other parties;
 - ii. the total amount of financial assistance paid, on behalf of Eligible Patients, to International Donor Registries and Tissue Typing centres;
 - iii. a detailed statement of expenditure in respect of the payments made to the Service Provider by the Commonwealth and with respect to the Cord Blood Export Revenue; and
 - iv. an assessment of the Service Provider's solvency, in a form approved by the Department.
- i. Notification of any significant event that may affect the Service Provider's solvency and/or ability to provide the Services, as soon as the Service

Provider becomes aware of the likelihood that the Services Provider's ability to provide the Services may be impacted.

- j. annual reports, at the dates specified in clause 3.1.2, provided to the Department electronically in Word or PDF format, covering, but not limited to:
 - i. ABMDR's operations, functions, structure and strategic directions; and
 - ii. Performance against key performance indicators identified in the key performance indicator framework outlined at 3.1.1.b.
- k. A final report, at the date specified in clause 3.1.2 and provided to the Department electronically in Word or PDF format, covering but not limited to:
 - i. information about the progress or achievements that were made in the performance of the Services;
 - ii. performance against the agreed key performance indicators; and
 - iii. information about the difficulties that were encountered in the performance of the Services.
- l. The Australasian Bone Marrow Transplant Recipient Registry Annual Data Summary, to be compiled by St Vincent's Hospital and provided to the Service Provider in October of each year, which must include the following data:
 - i. HPC Transplants utilising umbilical Cord Blood in Australia; and
 - ii. HPC Transplants utilising unrelated bone marrow and peripheral blood stem cell (PBS) donors in Australia.

3.1.2. The Service Provider must provide the required Contract Material by the dates set out below:

- a. the detailed activity work plan for project activities, by end of August 2020;
- b. an agreed key performance indicator framework, by end December 2020;
- c. agreed terms of reference for the research and release governance committee, by end December 2020;
- d. the progress reports, by end: November 2020, March 2021, July 2021, November 2021, March 2022 and July 22;
- e. the financial reports, by end July 2021, and end July 2022;
- f. monthly International Searches Program activity reports in an agreed format;
- g. the annual reports, by end January 2021 and end January 2022;
- h. the Final Report, by end July 2022; and

- i. the Australasian Bone Marrow Transplant Recipient Registry 2020 and 2021 Annual Data Summaries, by end October 2021 and end October 2022 respectively.

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ATTACHMENT B – WORK ORDER TEMPLATE

There is no mandatory form for a Work Order pursuant to this contract. The Service Provider agrees to use any form of Work Order reasonably required by the Department providing it contains all necessary information relating to the Additional Services. The following form is provided as a guide only.

A. Additional Services Transaction Details

Contract Number	[Insert Details]
Work Order Number	[Insert Details]
Work Order Commencement Date	The date of execution of this Work Order
Work Order Contract Term	[Insert Details]
Detailed statement of Additional Services to be provided	[Insert Details]
Required Contract Material	[Insert Details]
Timeframes	[Insert Details]
Specified Personnel	[Insert Details]
Subcontractors Pre-Approved Subcontractors	[Insert Details of specific pre-approved Subcontractors]
Additional Requirements	Invoicing [Insert Details]
	Reporting [Insert Details]
	Other [Insert Details]
Fees	[Insert Details]
Other Contract Details for this Work Order	As per the contract

SIGNED for and on behalf of)
Commonwealth of Australia)
represented by the Department of)
Health by:) s 22

LOUISE CLARKE)
Name of signatory) Signature

In the presence of:

s 22

Name of witness

Signature of witness

Executed by Australian Bone Marrow)
Donor Registry ACN 096 625 231)
ABN 38 096 625 231 in accordance)
with the requirements of section 127)
of the Corporations Act 2001 (Cth):)

s 47F

THIS DOCUMENT HAS BEEN RELEASED UNDER
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BY THE DEPARTMENT OF HEALTH

WORK ORDER

A. Additional Services Transaction Details

This work order is offered under clause 2.2 of the Contract between the Commonwealth of Australia represented by the Department of Health (the Department) and the Australian Bone Marrow Donor Registry (ABMDR). If there is an inconsistency between this Work Order and any other provisions of the Contract, the Contract will prevail to the extent of any inconsistency.

Contract Number	Department and ABMDR
Work Order Number	HPC Donor Recruitment Activities – 2020-21
Work Order Commencement Date	The date of execution of this Work Order
Work Order Contract Term	This Work Order will commence on the Work Order commencement date and expires on 30 June 2021 unless it is terminated earlier in accordance with the Contract or extended at the discretion of the Department.
Detailed statement of Additional Services to be provided	<p>Donor Recruitment Activities:</p> <ul style="list-style-type: none">• provide and maintain a donor recruitment pathway through the utilisation of home delivered buccal swabs;• undertake donor recruitment and management activities for no more than 12 months unless otherwise directed by the Department;• only utilise Australian Register of Therapeutic Goods registered buccal swabs;• seek to meet donor recruitment targets as advised by the Department and determined by the JHPCC;• procure the services of an appropriately accredited Australian testing facility to undertake testing for new donor registration, as defined in the Donor Registry Standards;• provide an update on donor recruitment activities against the donor recruitment target of an additional 6,000 donors (as described in additional requirements below) added to the registry as part of contractual progress reports; and• advise when allocated funding for donor recruitment activities is depleted.

Required Contract Material		Prepare an Activity Work Plan and report progress of activity on donor recruitment targets in accordance with Clause 3 of Services to be provided in the Contract by the successful return of 3,000 and 6,000 completed donor registration kits.
Timeframes		Commencement Date to 30 June 2021
Specified Personnel		Nil
Subcontractors Pre-Approved Subcontractors		PathWest Tissue Typing Laboratory and their subcontractor for ABO & CMV –Histogenetics
Additional Requirements	Invoicing	<p>As per contract Clause 6 and to align with Contract Fee Schedule:</p> <ul style="list-style-type: none"> • 50 per cent on work order execution - \$312,500 (GST exc) • 25 per cent on successful return of 3,000 completed donor registration kits - \$156,250 (GST exc) • 25 percent on successful return of 6,000 completed donor registration kits - \$156,250 (GST exc)
	Reporting	As per Clause 3 of Services to be provided
	Other	<p>Recruitment targets</p> <p>In addition to the overall number of donors recruited (i.e. 6,000) the program should aim to deliver donors with the following characteristics:</p> <ul style="list-style-type: none"> • Age: all donors to be under 36 years of age at the time of enrolment. • Gender: the recruitment of male donors is to be encouraged through ABMDR's marketing channels [noting that for the duration of the COVID pandemic, all recruitment will be through online channels with home delivered swabs]. • Ethnicity: the recruitment of ethnically diverse donors is to be encouraged through ABMDR's marketing channels.
Fees		Maximum fees for services is \$625,000 GST exclusive
Other Contract Details for this Work Order		As per the Contract

Signatures

SIGNED for and on behalf of Commonwealth
of Australia represented by the Department of
Health by:) s 22

s 22

Name of signatory

In the presence of:

s 22

s 22

Name of witness

Signature of witness

Executed by Australian Bone Marrow Donor
Registry ACN 096 625 231
ABN 38 096 625 231 in accordance with the
requirements of section 127 of the
Corporations Act 2001 (Cth).

s 47F

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