

Central Pharmacy Services Agreement

The date of this Agreement is the date on which the last party signs this Agreement (“Effective Date”).

BETWEEN

The State of Queensland acting through Queensland Health ABN 66 329 169 412, represented by **Central Pharmacy, Health Support Queensland** of [REDACTED] (CP)

AND

The Party identified in Schedule 1 to this Agreement (referred to as the “**Contractor**”) (each a “**Party**” and together the “**Parties**”)

BACKGROUND

- A. CP is a party to the Head Agreement and GW Technical Agreement with GW and has agreed under those agreements to co-ordinate CAS.
- B. CP wishes to subcontract some activity to be undertaken in the Head Agreement and GW Technical Agreement and therefore wants to acquire the Services.
- C. The Contractor has the Personnel with the skills and experience in providing services similar to the Services that CP wants to acquire.
- D. The Contractor has offered to provide the Services to CP.
- E. CP has agreed to accept the Contractor’s offer on the terms and conditions of this Agreement.

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context otherwise requires, the following definitions in this clause 1.1 including the additional definitions contained within the Quality Technical Standards and Activity List apply to this Agreement:

Agency means any state or federal, governmental, semi-governmental, administrative, fiscal, statutory, judicial, quasi-judicial body, department, commission, authority, tribunal, entity and includes for the purposes of this Agreement any regulatory authority (including TGA) regulating any aspect of the manufacture, packaging, labelling, Warehousing and Distribution of the Product and the Australian Customs and Quarantine Authority regulating all customs clearance and quarantine requirements at the Terminal for the Product;

Agreed Destination means either one of the agreed destinations for delivery of the Products specified in Schedule 1;

Agreement means the overriding terms and conditions of this document (“**Agreement Terms and Conditions**”) and includes the Schedules and any Annexures to the Agreement Terms and Conditions;

Applicable Laws mean all laws ordinances, rules and regulations, industry practices and regulatory codes of any Agency that is applicable to the nature of the Services, the Parties’ rights and obligations under this Agreement and the handling, storage and distribution of the Product which includes, but is not limited to the following:

- (a) all laws and legislation governing the collection, use or disclosure of Personal Information and includes the *Privacy Act 1988 (Cth)* and the *Information Privacy Act 2009 (Qld)*, and all other equivalent legislation of any other state or territory relating to privacy to the extent that such legislation is relevant to the Contractor providing the Services including any approved privacy code adopted by CP and any of CP’s privacy policies, practices and instructions as issued by CP dealing with Personal Information; and
- (b) all industrial relations and work related laws including those governing work health and safety, workers compensation and employer’s liability and all applicable codes and regulations relating to this legislation, of the Commonwealth or any state or territory that are applicable to the Contractor providing the Services; and
- (c) all applicable codes and practices as they are issued by the Therapeutic Goods Administration (hereafter referred to as the “**TGA**”), including the Australian code of good wholesaling practice for medicines in schedules 2, 3, 4 & 8 (hereafter referred to in the Quality Technical Standards and Activity List as “**GWP**”); and
- (d) all relevant Australian and Queensland regulations and standards relating to the handling of dangerous goods and hazardous substances including all current Australian and international regulations and codes of practice for the handling and transport of dangerous goods and hazardous substances; and
- (e) all relevant Queensland environmental protection legislation; and
- (f) the European Commission guidelines on the principles of good distribution practices for Warehousing and Distribution of the Product (hereafter referred to in the Quality Technical Standards and Activity List as “**GDP**”).

Background Intellectual Property means any Intellectual Property of a Party that exists prior to the Effective Date, some of which may be identified in Schedule 1;

Business Day means a weekday that is not a public holiday/ bank holiday in Queensland;

CAS means Compassionate Access Scheme as it is defined in the GW Technical Agreement;

Claims means all demands, claims, proceedings, penalties, fines and liability (whether

criminal or civil, in contract, tort or otherwise);

Commencement Date means the date specified in Schedule 1;

Confidential Information includes information marked as confidential and any information received or developed by a Party pursuant to this Agreement, which is not publicly available and relates to processes, equipment and techniques used by a Party in the course of their operations including all information, data, Personal Information, drawings, specifications, documentation, source or object code, designs, construction, workings, functions, features and performance notes, techniques, concepts not reduced to material form, agreements with third parties, schematics and proposals and intentions, technical data and other information relating to Intellectual Property Rights or information subject to an obligation of confidence owed to a third party and of which is disclosed by a Party to the other Party as confidential information of that third party;

Correctly Rendered Tax Invoice means an invoice that is rendered in the form of a Tax Invoice and in which:

- (a) the amount claimed in the invoice is due for payment and correctly calculated in Australian dollars;
- (b) the invoice is set out as an itemised account, which identifies the GST exclusive amount, the GST component and the GST inclusive amount to enable CP to ascertain what the invoice covers and the fee payable;
- (c) the invoice is accompanied, where necessary, by documentation that provides evidence that the amount specified in the invoice is in accordance with this Agreement;
- (d) the invoice contains the information set out in Item 17 of Schedule 1;
- (e) where applicable, the invoice is accompanied by the documentary evidence required in clause 6.2(e); and
- (f) the invoice is addressed to the CP Contact;

CP Contact means the person specified in Schedule 1;

Deliverables means any item or activity completed and delivered as part of the Services and any items or activities for completion and delivery to CP as they are identified in the Quality Technical Standards and Activity List, including the Records, or otherwise listed in Schedule 2 including other items or activities following determination of their requirement under clause 3.3 for completion and delivery by the Contractor;

End Date is the date specified in the Schedule;

Facility(ies) means for the purposes of this Agreement, the storage and distribution facilities for the Product that are located at the Warehouse and for avoidance of doubt includes the temperature monitoring equipment, access to the internet, computer networks, telecommunications system and all other necessary equipment required by the Contractor to house the storage and distribute the Product to and from the Warehouse;

Force Majeure means an act of God, strike, lockout or other interference, war (declared or undeclared), blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, expropriation, prohibition, intervention, direction or embargo which is not reasonably within the control of the party affected;

GST means the goods and services tax or similar value added tax levied or imposed in Australia pursuant to GST Law;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended;

GST Law means the same as in the GST Act;

GW means GW Research Ltd;

GW Technical Agreement means the agreement dated 20 December 2016, between GW and CP governing the specifications for the Product and all other specifications prescribed by GW for the handling, storage and distribution of the Product, a copy of which is attached to this Agreement as Annexure C;

Head Agreement means the agreement dated 16 December 2016, between GW and CP that governs the supply of the Product to CP along with the requirements for distribution of the Product in the Territory;

Improvements means, in relation to any Intellectual Property, any technical information or improvements, including improvements in procedure conceived, made, developed or discovered by the Contractor (including any patents, discoveries, patentable inventions and know-how, trade secrets or confidential information) developed or acquired by the Contractor relating to that Intellectual Property;

Insolvent means, in relation to a body corporate is wound up, dissolved or liquidated; or action is otherwise taken to enter into administration or to resolve to enter into any such arrangement;

Intellectual Property includes copyright, trademarks, trade names, business names, software, circuit layout rights; inventions, and patents granted in respect of such inventions and applications for such patents, including unpatented know-how, which comprise an invention or a way of doing something which is not public knowledge; confidential information and trade secrets, know-how, concepts, techniques, secret processes; registered and unregistered designs and applications for registered designs; registered and unregistered trademarks and applications for registration of trademarks; get-up and trade dress associated with products and services and includes any Background Intellectual Property; and

Intellectual Property Rights means any and all current and future, existing or otherwise inherent, registered and unregistered rights in respect of the Intellectual Property and includes any applications for the registration or granting of any of the above including the rights to apply or otherwise be granted such rights. Intellectual Property Rights are rights to the protection of intellectual activity or the protection of ideas and information that have been created; the right to control distribution of such activity, ideas or information; the right to receive benefits from such activities, ideas or information by way of exploitation and Commercialisation, any rights similar to all of the above, arising (or capable of arising) under statute or at law in Australia or anywhere else in the world and the rights to recognition and acknowledgement; and

Key Personnel means any Personnel named in Schedule 1 or that are otherwise nominated by the Contractor (including replacement key personnel) and approved by CP under clause 5.4, all of which are deemed to be the appointed personnel referred to in GW Technical Agreement, including the Responsible Person also defined in that Agreement;

Liability means any liability (whether actual or contingent or prospective and includes any Loss directly or indirectly related to a liability or obligation irrespective of when the acts, events or things giving rise to the liability or obligation occurred;

Loss means all loss including financial loss, damages, legal costs, charges, and other expenses of any nature (including expenses on a solicitor / client basis) including all loss arising out of any actions, claims and demands whatsoever;

Market Action means any action taken to resolve a problem with a therapeutic good already supplied in the market including but not limited to recalls, stock recovery and withdrawal and destruction of Product;

Materials means any tangible materials such as data, documents, designs, models, methodologies or other items (including any Background Intellectual Property inherent in any Materials), the Standard Operating Procedures of the Contractor or any materials or documents of either Party that are used or otherwise provided by a Party to the other during the conduct of the Services and which may be specified in Schedule 1;

Payment Schedule means the schedule for payment of the Service Fees in the amounts and timeframes agreed by the Parties as set out in Schedule 1;

Personnel means the personnel of a Party who at all times are within the direct control and supervision of that Party and who may be an employee, staff, worker, volunteer, approved subcontractor and / or agent, a student, a researcher or other person, including any one of the Key Personnel or any representative or agent signing on behalf of a Party;

Personal Information is information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

Product means the Product described in Schedule 1;

Protocol means the protocol annexed to this Agreement as Annexure A;

Purpose means the purpose for the Services described in Schedule 1;

Quality Technical Standards means the standards to be used by the Contractor that are by their nature automatically applicable to the Services some of which include the Standard Operating Procedures and any other standards that apply to the carrying out of certain activities by the Contractor, both of which are specified in the Quality Technical Standards and Activity List;

Quality Technical Standards and Activity List (“QTA”) means the list contained in Schedule 2 which the Parties agree may be amended from time to time during the Term in order to change, remove or make additional, any other activities or other Quality Technical Standards that may arise pursuant to clause 3.3(b);

Records means a written or electronic account or report of notes, data and information, or a record of any information on, and results obtained from, the performance of all activities and work done pursuant to the Quality Technical Standards and Activity List including the records identified as the documents to be provided in Annexure B or otherwise contemplated for completion in this Agreement in connection with the Services;

Services Fees means the fees specified in Schedule 1;

Services means the services to be provided under this Agreement as set out in Item 4 of Schedule 1 and the other Schedules referred to therein;

Standard Operating Procedures means the documents detailing the policies and procedures in effect at the Facility for the storage and distribution of the Product and that:

- (a) have been approved by the Contractor’s Quality Unit;
- (b) relate to the operating processes, including a description of operations to be carried out and the precautions to be taken, as well as any record keeping to be made for performing any given procedure;
- (c) are identified in Annexure B - Documents to be supplied by CP to GW; and
- (d) are identified for use in the Quality Technical Standards and Activity List as applicable to a number of procedures and Records to be provided and includes any other documents to be identified during the Term.

Tax means any tax, levy, charge, impost, fee, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any government Agency;

Taxable Supply has the meaning given to it in the GST Act;

Tax Invoice has the meaning given to it in the GST Act;

Term means the term of this Agreement, being the period of time between the Effective Date and the End Date, in accordance with clause 2;

Terminal means the terminal specified in Schedule 1 as the place at which any or all of the Product is to be collected from, and may include any other additional or replacement terminal as it may be notified by CP in writing to the Contractor during the Term;

Territory means as at the Effective Date, the state of Queensland.

Warehousing and Distribution means that part of the Services where the Contractor will receive, store, conduct stock control, pick and prepare shipping orders of the Product at the Warehouse in advance and preparation of the distribution and transport of that Product throughout the Territory; and

Warehouse mean the premises on which the Warehousing and Distribution of the Product occurs, the details of which are specified in Schedule 1.

1.2 In this agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa; and
- (b) a person includes an individual, corporation, partnership, venture, association, authority, trust, state or Agency; and
- (c) time is to time in Sydney, Australia; and
- (d) the words "include" or "including" are to be construed without limitation;
- (e) legislation or a provision of legislation will include a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it; and
- (f) an "agreement" or "document" is a reference to the agreement or document as amended, replaced or otherwise varied; and
- (g) writing includes reference to printing, typing and other methods of producing words in a tangible and permanently visible form; and
- (h) disclosure of Confidential Information on a 'need to know' basis means that disclosure is necessary to allow a Party to use the Confidential Information for the purpose of this Agreement or to assist that Party with complying with its obligations, or to exercise rights it may have under this Agreement; and
- (i) if a word or expression is given a meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (j) headings are for convenience only and do not affect interpretation; and
- (k) an obligation of a Party not to do a thing includes an obligation not to permit that thing to be done by any of its Personnel; and
- (l) Words used in this Agreement which have a defined meaning in the GST Act have the same meaning in this Agreement; and
- (m) this Agreement is not to be construed to the disadvantage of a Party because that Party was made responsible for its preparation; and
- (n) Any reference to "Schedule" means a Schedule to the Agreement Terms and Conditions and a reference to "Annexure" means an Annexure to the Agreement Terms and Conditions; and
- (o) The Agreement Terms and Conditions, the Schedules and the Annexures constitute the entire Agreement.

2 TERM

This Agreement will commence on the Effective Date and will continue in force until the End Date, unless terminated earlier in accordance with clause 12.3.

3 ENGAGEMENT OF THE CONTRACTOR

3.1 CP's overriding obligations

CP is responsible for conducting the logistics of CAS in the Territory. As a result, CP has a number of obligations to GW that it must meet under the Head Agreement and the GW Technical Agreement, as well as certain regulatory obligations to the TGA and a number of obligations it must satisfy for the benefit of Queensland Health.

3.2 Engagement of the Contractor

In the context of the overriding obligations described in clause 3.1, CP has agreed to engage the Contractor to provide the Services subject to the following conditions:

- (a) This Agreement does not in any way represent an offer to the Contractor to engage the Contractor for any further Term or to provide services other than in relation to CAS; and
- (b) This Agreement is entirely conditional on the existence of both the Head Agreement and the GW Technical Agreement. The Contractor acknowledges that if CP does not enter into the Head Agreement and the GW Technical Agreement by the date that is thirty (30) days after the Effective Date, CP has the right to terminate this Agreement under clause 12.3(a), without liability to the Contractor other than CP reimbursing the Contractor for any costs or expenses incurred by the Contractor up to the date of Termination, provided such costs and expenses were approved by CP prior to them being incurred by the Contractor; and
- (c) The rules set out in clause 3.3 governing the existence of any inherent inconsistency or conflict between the Parties that happens to arise as a result of the Schedules and Annexures to this Agreement prepared and provided by the Contractor for inclusion in this Agreement.

3.3 Inconsistency with Head Agreement and GW Technical Agreement

- (a) If a conflict exists between the Agreement Terms and Conditions and any part of a Schedule or any part of an Annexure (with the exception of the GW Technical Agreement at Annexure C), the Agreement Terms and Conditions will prevail unless otherwise advised by CP to the Contractor.
- (b) For any discrepancy or inconsistency that arises between the obligations to be met by CP to the Contractor and the obligations to be met by CP to GW under either of the Head Agreement or the GW Technical Agreement, the Contractor acknowledges that CP's obligations to GW will prevail, without liability to CP under this Agreement. In that event, CP will advise the Contractor in writing of the discrepancy and advise the Contractor as to what action needs to be taken, (including whether or not an additional item, activity or deliverable is required) in order to resolve that discrepancy. The Contractor agrees to co-operate and comply with any reasonable request made by CP given the Purpose.

4 ACKNOWLEDGEMENT BY THE CONTRACTOR

4.1 Reliance on the Contractor

Consistent with clause 3, the Contractor acknowledges that CP is not in the business of providing or otherwise managing others to provide any logistical CAS supply chain services as well as any services for Warehousing and Distribution. The Contractor further acknowledges that CP is relying on the Contractor not only to comply with the terms of this Agreement but to consult with and advise CP on any activities or deliverables (other than what is specified in this Agreement) that must be carried out and completed by the Contractor in order to allow CP to satisfy its overriding obligations in 3.1 and so as to

mitigate risk of complication, delay or expense at any and every stage of the logistical CAS supply chain from collection at the Terminal, brokerage and clearance at customs, Warehousing and Distribution and all other transportation throughout the Territory, of a high risk, temperature controlled Product.

4.2 Warranty as to Contractor's Skill and Experience

The Contractor warrants to CP it has the necessary knowledge, skills and experience, sufficient resources and an adequate level of network support along with appropriate technological backing such that the Contractor is well placed to provide the Services. The Contractor also warrants that, consistent with clause 4.1, it also has the capacity to provide any requisite advice and recommendations to CP and can obtain all clearance duty rates and all duty concessions where possible. In addition, the Parties agree that the warranties and indemnities provided by CP to GW under the GW Technical Agreement are taken to be given by the Contractor to CP, in favour of GW, in this Agreement to the extent that they relate to the Services.

5 PROVISION OF SERVICES BY THE CONTRACTOR

5.1 Provision of Services

Taking into account the acknowledgements made in clauses 3 and 4, the Contractor agrees to provide the Services on the terms of this Agreement and to do the following:

- (a) commence the Services no later than the Commencement Date. If CP has not entered into both the Head Agreement and the GW Technical Agreement by the Commencement Date, then the Contractor will not be required to commence the Services until it receives written notice from CP that both the Head Agreement and GW Technical Agreement have been entered into;
- (b) continue providing the Services for the Term; and
- (c) undertake and complete each activity in the Quality Technical Standards and Activity List as and when reasonably required;
- (d) complete the Deliverables in accordance with the Timetable and if not specified in the Timetable, then without unnecessary or unreasonable delays so as not to hinder the provision of the Services; and
- (e) maintain accurate Records and accounts regarding the performance of the Services, including those identified in Annexure B and provide to CP as and when requested by CP so that CP can satisfy its obligations for Records to GW under the Head Agreement, GW Technical Agreement and to the TGA; and
- (f) allow CP to exercise each of its rights as and when they are reasonably required to be exercised by CP (where such rights are identified in the last column of the Quality Technical Standards and Activity List or otherwise implied in that list).

5.2 Standard of Performance for Services

The Contractor must provide the Services using all due care and skill and in a professional manner reasonably expected of a Contractor qualified, competent and experienced in providing services of a similar nature to the Services to be provided under this Agreement. Accordingly, the Contractor agrees to:

- (a) provide the Services to a standard fit for the Purpose; and

- (b) comply with the terms of the GW Technical Agreement (particularly those requirements set out in the Checklist of Responsibilities) as if it, rather than CP was a party to that agreement; and
- (c) not do anything to impede or prevent CP from complying with any of its obligations under the Head Agreement or the GW Technical Agreement (but only if CP has provided prior written notice of the agreement and CP's obligations under the agreement to the Contractor); and
- (d) not do anything to place CP in breach of a regulatory obligation to TGA; and
- (e) take all reasonable steps to ensure it is not responsible (partly or wholly) for any conduct that may cause CP to be in default of the Head Agreement or the GW Technical Agreement (but only if CP has provided prior written notice of the agreement and CP's obligations under the agreement to the Contractor); and
- (f) continually inform itself of CP's requirements for the provision of Services;
- (g) comply with all Applicable Laws governing the provision of Services; and
- (h) obtain and maintain all requisite licences, certificates or authorities required under Applicable Law or by virtue of other relevant industry regulations in order to allow the Contractor to provide the Services under this Agreement; and
- (i) not do anything to hinder the provision of Services or that would cause either Party to breach their obligations under any Applicable Law; and
- (j) not to do anything contrary or harmful to CP's reputation as a paediatric hospital, research institution and Agency with public sector obligations; and
- (k) comply with any applicable Queensland Health policy that CP may advise the Contractor of from time to time; and
- (l) not subcontract any part of the Services without first seeking the prior written consent of CP, such consent to be provided in CP's absolute discretion. The Contractor acknowledges that for any approved subcontractor, CP may impose reasonable conditions and the Contractor agrees to ensure these conditions are met prior to engaging that subcontractor. The Contractor is at all times responsible for the performance of the Services in accordance with this Agreement, whether there is an approved subcontractor or not; and
- (m) report to the CP Contact on the progress of Services regularly or at times specified in Schedule 2 and, in the event of a delay or complication affecting the provision of the Services, the Contractor agrees to notify CP immediately and provide reasons for the extent or likely extent of the delay or complication and the steps to be taken by the Contractor to address it. If CP agrees that the delay or complication has arisen beyond the control of the Contractor, CP will agree to a reasonable extension of time but if CP believes it is within the Contractor's control CP may refuse the request, reserving its rights under clause 12.1; and
- (n) report to CP any event, accident, incidents or hazard the Contractor becomes aware of either at the Warehouse or at any point in the distribution of the Product and which may interfere with the provision of the Services (including reporting to CP any safety concern that the Contractor or any of its Personnel may have if any part of the Services are carried out at the premises of CP); and
- (o) co-operate with CP and assist CP to mitigate any potential or actual risk that relates to the provision of Services and to which CP has reason to believe it is exposed under the Head Agreement, the GW Technical Agreement, or because of its obligations to the TGA.

5.3 Acceptance of Directions

The Contractor agrees to receive, store, release and distribute the Products in accordance with any additional reasonable instructions provided by CP. The Contractor must:

- (a) co-operate and comply with all other reasonable directions provided by CP, by the CP Contact, or its Personnel or by any other person notified to the Contractor by CP as having been authorised to provide direction to the Contractor during the Term, and the Contractor agrees to ensure its Personnel co-operate and comply with such directions; and
- (b) co-operate and liaise with GW as and when GW requests or as and when CP requests the Contractor or any of its Personnel (including any subcontractor) to take directions or receive information from GW; and
- (c) notify and update the CP Contact at all times, with all instances of communication between GW and the Contractor as soon as such communication occurs.

5.4 Using Key Personnel, Materials and Resources

The Contractor agrees to:

- (a) use the Key Personnel and to ensure it has a sufficient number of additional Personnel in order to effectively provide the Services; and
- (b) ensure that Key Personnel are made available to provide the Services, and for any reason and at any time, the Key Personnel become unavailable, the Contractor and CP will, at all times acting reasonably, attempt to reach agreement in respect of any replacement personnel to be provided by the Contractor; and
- (c) ensure that all Personnel are appropriately qualified and hold all necessary licences and approvals required to provide the Services, and that they provide the Services with due skill and care to the standard required of the Contractor in this Agreement; and
- (d) use appropriately qualified courier subcontractors prior approved by CP in accordance with clause 5.2(l) who will carry out the collection at the Terminal, the distribution of the Product to and from the Warehouse, and delivery to the Agreed Destinations;
- (e) be responsible at all times for all acts and omissions of any courier subcontractors approved under (d) above in connection with the provision of the Services;
- (f) ensure that the Warehouse and the Facilities will at all times be appropriately managed and maintained in good working order and condition; and
- (g) ensure storage of Product at the Warehouse and during transport complies with the terms of the GW Technical Agreement; and
- (h) use any of CP's Materials in accordance with any directions or conditions that are specified in Schedule 1 which are agreed by the Parties as applicable to the use of those Materials; and
- (i) use any of its own resources and Materials to the extent reasonably required for the Contractor to effectively carry out and provide the Services in accordance with the conditions in Schedule 1; and
- (j) co-operate with CP in the event that any number of Standard Operating Procedures require amendment or replacement taking into account the requirements of GW or any reasonable requirement of CP.

5.5 Supply of services to others

This Agreement does not prevent or restrict the Contractor or any of its Key Personnel from providing services of any kind to any other person or entity. Notwithstanding that, the Contractor must not provide any services to any other person if doing so would create a conflict with CP's best interests or it would otherwise adversely affect the Contractor's ability to provide the Services in accordance with this Agreement. The Contractor must ensure its Key Personnel are not hindered or prevented in any way from providing the Services at any time.

6 CP Obligations

6.1 Provision of Materials and Information

Just as the GW Technical Agreement has been annexed, CP agrees to provide to the Contractor any other relevant information or any of its Materials to the Contractor that the Contractor may reasonably request and require for use in providing the Services.

6.2 Payment of Services Fees

CP will make payment of the Services Fees to the Contractor subject to the following:

- (a) in accordance with the Payment Schedule at Item 15 of Schedule 1, and on CP's terms of payment described in Schedule 1; and
- (b) the Contractor must not be in breach of this Agreement; and
- (c) CP must be satisfied that the provision of Services and the completion of the Deliverables are progressing in accordance with this Agreement. CP may, in its absolute discretion, conduct a review of the Contractor's performance and may request any such progress report from the Contractor on the status of any such work in progress; and
- (d) if the Contractor is registered for GST, then clause 14 applies and a Correctly Rendered Tax Invoice must first be issued by the Contractor to CP, but if the Contractor is not registered for GST then an invoice with an ABN reference stating "no GST applicable" is to be provided; and
- (e) CP is entitled to withhold payment of any invoice until it has received such form or forms as prescribed by the relevant State Government authority from time to time in respect to the relevant period as is necessary to protect CP from being liable for workers' compensation premium obligations, payroll tax obligations, or other similar obligations of the Contractor.

6.3 Additional deliverables or activities

- (a) The Contractor, from time to time, may be required by CP to perform other activities or provide additional deliverables over and above what is already contained or contemplated in this Agreement. CP will advise the Contractor in writing of any additional activities or deliverables required and the Contractor may submit a reasonable request for a variation of the Services Fees payable having regard to additional resources required or other reasonable costs associated with such a variation.
- (b) A variation referred to in (a) above, including any variation to the Services Fees, must be agreed by both Parties; and be confirmed in writing by CP to the Contractor (including by email), prior to the Contractor performing the activities or providing the additional deliverables comprising the variation.

7 USE OF DELIVERABLES AND MATERIALS

7.1 Ownership of Materials

The ownership of Materials will remain vested solely in the Party that provided them for use (**Provider**). The Parties agree that ownership of, and Improvements made to, Materials during the Term, including Improvements to Provider's Background Intellectual Property inherent in any Material, will vest absolutely in Provider. If Improvements to Materials or to Background Intellectual Property do not automatically vest in Provider, the other Party agrees to co-operate by executing all documents and authorisations, and doing all acts necessary to assign all rights to Provider.

7.2 Use of Deliverables

- (a) The Parties acknowledge that their Materials (including any Background Intellectual Property) may be incorporated into Deliverables. Accordingly, each Party agrees to permit the other Party to use Materials (including any Background Intellectual Property) incorporated into a Deliverable only in connection with the Services and in accordance with any conditions or terms of use that may be specified in Schedule 1 and any further conditions agreed to by the Parties from time to time in connection with Materials.
- (b) In addition to the above, where there is any Background Intellectual Property owned by the Contractor that has been incorporated into any part of the Deliverables, to which Improvements have been made and new Intellectual Property created, the Contractor agrees to grant CP with a royalty free, ongoing perpetual, non-transferable licence to use, reproduce, modify, adapt, publish, communicate and exploit (including a right to sublicense) any Intellectual Property Rights of the Contractor that are inherent in any of the Deliverables so that CP can use those Deliverables for the Term and after the Term for the Purpose.
- (c) For any Background Intellectual Property or Materials used by the Contractor that are not owned by the Contractor, the Contractor will do everything reasonably expected of it to obtain the necessary licences to allow CP to use the Deliverables as described in clause (b) above.

8 CONFIDENTIALITY, PRIVACY AND PERSONAL INFORMATION

8.1 Use of Confidential Information by the Parties

The Contractor may only use Confidential Information solely for the purpose of providing the Services and must only disclose Confidential Information to its Personnel strictly on a need to know basis. CP will only use the Confidential Information of the Contractor strictly for the Purpose and to monitor and direct the Contractor in providing the Services.

8.2 Nondisclosure

- (a) Each Party will not, and will ensure its Personnel do not, either during the operation of this Agreement or at any time thereafter, use or disclose to any person or entity any Confidential Information of the other Party. For avoidance of doubt this includes information resulting from the Contractor's activities pursuant to this Agreement.

- (b) The obligations of confidentiality in this Agreement do not apply to Confidential Information that enters the public domain other than due to a breach of an obligation of confidence under this Agreement or any other agreement.
- (c) If a Party is required by law or a court of competent jurisdiction to disclose the Confidential Information of the other Party, it will give the other Party notice as soon as reasonably practicable after becoming aware of the requirement to disclose in accordance with this clause.

8.3 Security

The Parties agree to take all reasonable precautions to prevent any unauthorised disclosure of Confidential Information. This includes storing Confidential Information safely and securely at all times, notifying each other immediately in writing of any actual, threatened or suspected unauthorised disclosure of any Confidential Information and taking all reasonable measures to minimise risk for unauthorised disclosure of Confidential Information that is related to or results from an act or failure to act by either Party.

8.4 Acknowledgement by Contractor

- (a) The Contractor agrees to provide any information connected with the Contractor's provision of the Services requested by CP to assist CP in relation to any proceedings that CP may take against any person for unauthorised use, copying or disclosure of Confidential Information.
- (b) The Contractor agrees to ensure its Personnel sign a confidentiality agreement in a form provided by CP or as otherwise approved by CP if CP requests such an agreement be signed (particularly where the Consultant seeks CP's approval of replacement Personnel pursuant to clause 5.4(b)).
- (c) The Contractor acknowledges that damages may be an inadequate remedy for breach of this clause and that CP may seek to obtain injunctive relief.

8.5 Personal Information

If the Contractor collects or has access to or in any way deals with Personal Information in order to provide the Services, the Contractor must:

- (a) acknowledge that it is bound by the *Information Privacy Act 2009 (Qld)*;
- (b) comply with Parts 2 and 3 of Chapter 2 of the *Information Privacy Act 2009 (Qld)* in relation to the discharge of its obligations under this Agreement, as if the Contractor was CP;
- (c) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
- (d) not use Personal Information other than for the purposes of the supply of the performance of the Services, unless required or authorised by Law;
- (e) not disclose Personal Information without the Consent of CP, unless required or authorised by Law;
- (f) not transfer Personal Information outside of Australia without the Consent of CP;
- (g) ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties under this Agreement;
- (h) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties under this Agreement;
- (i) ensure that its agents and sub-contractors (including the Key Personnel) who have access to Personal Information comply with obligations the same as those imposed on the Contractor under this clause 18;

- (j) fully co-operate with CP to enable CP to respond to applications for access to, or amendment of a Document containing an individual's Personal Information and to privacy complaints; and
- (k) comply with such other privacy and security measures as CP reasonably advises the Contractor In Writing from time to time.

8.6 Deed of Privacy

The Contractor must, if requested by CP during the Term, obtain from its Personnel engaged for the purposes of this Agreement, an executed deed of privacy in a form acceptable to CP.

8.7 Notification of breach

The Contractor must immediately notify CP on becoming aware of any breach of clause 8.5.

9 LIABILITY AND INDEMNITY

9.1 Limitation of liability of CP

The liability of CP to the Contractor in connection with this Agreement shall be limited to the total of all amounts duly payable by CP under this Agreement during the Term. This limit will not apply to the extent any claims relate to:

- (a) personal injury or property damage suffered as a result of CP's breach of a duty or obligation or any negligent or wrongful act or omission or wilful misconduct on CP's part; or
- (b) any penalty, charge or fine issued to the Contractor or its subcontractor in connection with the quarantine or unexpected storage of the Products at the Terminal resulting from a delay in processing or detention of those Products to the extent that delay or detention was not caused or contributed to by the Contractor or its subcontractor; or
- (c) the Contractor being required to defend a claim, suit or proceeding brought by a third party or authority in connection with CP's handling and supply of the Product after its delivery by the Contractor to the Agreed Destination; or
- (d) the Contractor being required to defend a claim, suit or proceeding brought by a third party or authority in connection with an Adverse Event relating to the use of the Product.

9.2 Scope of Indemnity

The Contractor indemnifies CP (on a continuing and full indemnity basis) from and against any and all Liabilities and Loss suffered or incurred by the Contractor or by CP (including all reasonable legal costs and expenses associated with CP seeking to enforce this indemnity) in connection with, or resulting from:

- (a) the use of a Deliverable, Material or other information or document by the Contractor in breach of this Agreement;
- (b) any act or omission of the Contractor (whether negligent or not), including any act or omission of its Personnel, its courier subcontractor or any other subcontractor, that:
 - (i) is a breach of any of the obligations owed by the Contractor in this Agreement including any obligations of confidentiality; or
 - (ii) is a breach of a duty or obligation that the Contractor has under an Applicable Law whether or not it affects the performance and provision of the Services to CP in any manner; or
 - (iii) places CP in breach of its agreement with a third party including the Head Agreement or the GW Technical Agreement but only if CP has provided prior written notice of the agreement and CP's obligations under the agreement to the Contractor; or
 - (iv) results in CP breaching a specific obligation or regulatory requirement owed by it to an Agency or results in CP being in a position where it is unable to satisfy an obligation or regulatory requirement of an Agency; or
 - (v) results in loss or damage to the Product either as a result of:
 - (A) the Product not being collected at the Terminal in accordance with this Agreement; or
 - (B) not being handled, stored or distributed in accordance with this Agreement; or
 - (C) the Product not being subjected to all requisite quality assurance inspections at the Terminal, at the Warehouse or at all other relevant points of distribution prior to the delivery of the Product to the Agreed Destinations and within the agreed recommended timeframes for inspection;
- (c) any penalty, fine or charge issued to CP or to the Contractor or its subcontractor by an Agency in connection with the quarantine or unexpected storage of the Product at the Terminal as a result of a delay in processing or other detention of the Product, including all costs and expenses associated with release and clearance of the Product through customs but only where the delay or detention was caused by the Contractor or its subcontractor and not where the delay or detention resulted from the shipment being defective; and
- (d) CP having to defend a Claim, suit, demand, action or proceeding brought by a third party (including GW or a regulatory Agency) that arises out of, relates to, or results from any of (a), (b) or (c) or all of the above.

9.3 Survival of Indemnity

The indemnity in clause 9.2 survives the Term.

9.4 Reimbursement

The Contractor will immediately reimburse CP for Loss referred to in clause 9.2 that is incurred by CP without CP having to seek enforcement of the indemnity.

9.5 Apportionment of Liability

The Contractor's liability to indemnify CP under clause 9.2 will be reduced proportionally to the extent that any negligent or wrongful act or omission or wilful misconduct on CP's part contributed to the relevant Loss or Liability.

10 INSURANCE

- (a) The Contractor warrants that it has taken out all insurances required at law given the nature of the Services but agrees to take out all other requisite insurances specified in Schedule 1 and in the amounts specified by CP for each policy.
- (b) The Contractor agrees to automatically make any adjustments to any applicable insurance policies as is necessary given the nature of the Services. This may include changing the levels of any indemnity limits or implementing additional insurances if reasonably required in order to cover the intended scope of the indemnity in clause 9.2 and if any other insurable risk arises.
- (c) Each policy must be maintained during this Agreement with a reputable insurance company and kept in force during the Term and for a reasonable period following given its obligations to indemnify. If requested by CP, the Contractor must provide CP with a certificate of currency for each insurance policy.
- (d) The Contractor must notify CP immediately of any cancellation or non-renewal of the insurance policies referred to in this clause 10.

11 DISPUTE RESOLUTION

- (a) Subject to clause (b) below, if a dispute arises out of or in connection with this Agreement, including a breach or any claim at law, in equity or pursuant to any statute (with the exception of the Parties' rights in clause (b) below), the Parties to this Agreement, agree to follow the process in (b) below before having recourse to litigation.
- (b) The process for settling disputes will be:
 - (i) A Party claiming that a dispute has arisen, must give written notice to the other Party, specifying the nature of and all details of the dispute; and
 - (ii) Each Party must appoint Personnel who have the full power and authority at the time of the dispute to negotiate and to resolve disputes on behalf of the Party. The Parties must ensure that the Personnel they appoint acts with due respect for the intent of the bargain made by the Parties on entry into this Agreement and that they do not act arbitrarily or capriciously or with an intention to cause harm; and
 - (iii) Unless otherwise directed in this Agreement, if the dispute cannot be resolved by the Parties under clause 11(b)(ii) above within 7 days or any further period agreed to by the Parties in writing, the Parties must endeavour to settle the dispute by a mediation administered by Australian Disputes Centre (ADC); and
 - (iv) The mediation will be conducted in accordance with ADC Guidelines for Commercial Mediation which operate at the time the matter is referred to ADC and are deemed to be incorporated into this agreement; and

- (v) The Parties agree to be responsible for their own costs of mediation.
- (c) Nothing will prevent a Party from seeking any other remedy which may be available in law or equity including that of injunctive relief (without having to prove any loss or damage) to protect its interests in the event of:
 - (i) a breach or a threatened breach of this Agreement or the Party's Confidential Information; or
 - (ii) infringement or a threatened infringement of the Party's Intellectual Property Rights,where damages may be an inadequate or inappropriate remedy, and/or to seek an order for specific performance.
- (d) To the extent it is reasonably possible for the Contractor to do so; the Contractor will continue performing its obligations under this Agreement irrespective of a dispute.

12 ENDING THE AGREEMENT

12.1 Completion of Services

This Agreement may be ended on a date earlier than the End Date by mutual agreement between the Parties. The Parties must acknowledge in writing the new End Date.

12.2 Notice of Default

If the Contractor breaches this Agreement, and in CP's reasonable opinion the breach is capable of remedy, CP will provide a written notice to the Contractor setting out the details of the breach, the steps that must be taken by the Contractor to rectify the breach and a reasonable time frame in which the Contractor must rectify the breach.

12.3 Termination by CP

CP may terminate this Agreement immediately by giving notice in writing to the Contractor:

- (a) if CP does not enter into either (or both) of the Head Agreement or (and) GW Technical Agreement, by the date that is thirty (30) days after the Effective Date; or
- (b) if either (or both) of the Head Agreement or (and) GW Technical Agreement is (are) terminated for any reason during the Term; or
- (c) if CAS ends for any reason and CP no longer requires the Contractor to provide the Services; or
- (d) if the Contractor suffers an Insolvency Event; or
- (e) if the Contractor has committed a breach of any of the provisions of this Agreement and has failed to rectify that breach within the time frame specified in the notice referred to in clause 12.2; or
- (f) if the Contractor has breached a material term of this Agreement, which in the reasonable opinion of CP is not capable of remedy; or
- (g) if the Contractor has engaged in conduct which in the reasonable opinion of CP has created a conflict of interest that CP believes cannot be managed having regards to the Purpose and CP's functions as an Agency.

12.4 Termination by the Contractor

The Contractor may terminate this Agreement immediately by giving notice in writing to CP if:

- (a) CP does not enter into either (or both) of the Head Agreement or (and) GW Technical Agreement, by the date that is forty five (45) days after the Effective Date
- (b) either (or both) of the Head Agreement or (and) GW Technical Agreement is (are) terminated for any reason during the Term; or
- (c) CP has committed a breach of any of the provisions of this Agreement and has failed to rectify that breach within a reasonable time frame notified by the Contractor to CP; or
- (d) CP has breached a material term of this Agreement, which in the reasonable opinion of the Contractor is not capable of remedy; or
- (e) The parties have not reached agreement on new and reasonable Services Fees applicable under this agreement within two (2) months of a Fee Review Date (as defined in Schedule 1 Item 14).

13 ON THE END DATE OR ON TERMINATION

- (a) The Contractor must stop providing the Services on the earlier of the End Date or termination of this Agreement in accordance with clause 12.3, unless a reasonable alternative date (after the End Date or date of termination) is notified by CP in writing so as to allow the Contractor to effectively bring the Services to an end. The Contractor agrees to:
 - (i) Provide all reasonable assistance to enable CP to comply with its obligations on a termination of the Head Agreement or GW Technical Agreement or of CAS;
 - (ii) Provide all reasonable assistance (if required by CP) including all information and materials required by CP to enable the transfer the Services to an alternative contractor for completion; and
 - (iii) Return Confidential Information, Materials and any other property, including Records, files, notebooks, correspondence and papers or documents (in machine readable form or otherwise) in the possession of the Contractor, or its Personnel which belong to CP, or to Queensland Health or any third party, or which relate to the operations of CP, Queensland Health or that third party. CP will return any Confidential Information belonging to the Contractor.
- (b) Termination will not affect any accrued rights or remedies either party may have.
- (c) Subject to clause (d), CP will pay Services Fees to the Contractor in respect of the period prior to termination in accordance with this Agreement.
- (d) On termination of this Agreement, or at any other time, CP reserves the right to deduct from the Services Fees payable as at the date of the termination any amounts which the Contractor may owe to CP including but not limited to any debts owing to CP by the Contractor, any overpayments of the Services Fees and the replacement value of any property the Contractor has not returned within seven days of a written demand for the return of such property.

14 GST

- (a) Unless stated otherwise and subject to this clause, the Services Fees and any other amount required to be provided under any other provision of this Agreement, is calculated to be GST exclusive.
- (b) If GST is payable in relation to a supply made by the Contractor to CP under this Agreement then CP will pay to the Contractor an additional amount equal to the GST payable on that Taxable Supply.
- (c) The Contractor may not recover an additional amount for GST unless and until a Correctly Rendered Tax Invoice for the Taxable Supply to which that additional amount relates is issued by the Contractor and delivered to CP.
- (d) If any amount to be paid by CP to the Contractor is calculated by reference to an amount, cost or expense incurred by the Contractor, the amount which CP is required to pay the Contractor will be reduced by the amount of any input tax credit to which the Contractor is entitled in respect of that amount, cost or expense.
- (e) The Contractor indemnifies CP in respect of any tax deductions or liability that the Australian Commissioner of Taxation may seek to recover from CP in respect of all and any amounts which CP pays to the Contractor under this Agreement, including the Services Fees.

15 FORCE MAJEURE

Where a Party is unable, wholly or in part, by reason of Force Majeure, to carry out an obligation in this Agreement, that Party will provide written notice of the Force Majeure to the other Party and include reasonable particulars of the Force Majeure including the extent and period to which that Party is unable to perform an obligation. The Parties agree the obligation will be suspended so far as the Party is affected by Force Majeure and that during the continuance of the Force Majeure the Party will not be in breach of the Agreement for not having performed that obligation. The Party will be given a reasonable extension of time by the other Party to perform its obligations subject to the affected Party doing everything reasonably expected of it to end the Force Majeure (if possible).

16 GENERAL

16.1 Independent Contractor

The Contractor acknowledges that nothing in this Agreement constitutes or implies any existing or future partnership, joint venture, agency, fiduciary relationship (such as employment) or other relationship with CP other than that of a principal and independent contractor relationship. Accordingly the Contractor acknowledges that:

- (a) it must not in any way represent itself and ensure that its Personnel do not represent themselves as employees of CP. The Contractor has no authority to incur, and will not incur, any obligation on behalf of CP; and
- (b) it does not acquire any right or interest in any of the Products. Accordingly, the Contractor must not encumber the Products or allow such Products to be encumbered in any way or otherwise treat the Products as security for payment; and

- (c) Subject to this Agreement, the Contractor is solely responsible for controlling the manner in which the Contractor provides the Services, the location at which the Services are provided and the hours worked.

16.2 Responsibility for own costs

The Contractor will provide the Services at its own cost, and unless expressly authorised or approved by CP, will not be entitled to be reimbursed by CP for any out of pocket expenses incurred by the Contractor in connection with the provision of the Services. In particular and further to the acknowledgements made in clause 16.1, the Contractor is solely responsible for:

- (a) all costs, fees, expenses and charges for any training necessary or required for its Personnel to be able to perform the Services on behalf of the Contractor; and
- (b) all costs relating to compliance with all Applicable Laws, or any contractual requirements affecting or applying to the Contractor or the Services; and
- (c) all payments relating to income tax, payroll tax, group tax deduction and other taxes and levies (including GST Law) and all payments imposed on an employer for any working directors and Personnel who are employees or otherwise engaged workers or subcontractors of the Contractor under Applicable Laws; and
- (d) all applicable payment of fees to its Personnel who are contractors, agents or other non-employees engaged by the Contractor prior to the Effective Date, all of whom may be used by the Contractor to provide the Services including any new or replacement personnel or contractors that may be approved by CP for use by the Contractor in accordance the provisions for approval in this Agreement.
- (e) Despite this clause 16.2, CP agrees that it will be responsible for:
 - (i) all customs clearance and brokerage fees in relation to the Product;
 - (ii) any penalty, charge or fine issued to the Contractor or its subcontractor or to CP in connection with the quarantine or unexpected storage of the Products at the Terminal resulting from a delay in processing or detention of those Products to the extent that delay or detention was not caused or contributed to by the Contractor or its subcontractor; and
 - (iii) the destruction costs for rejected or returned Products (at cost) in the event of a recall, stock recovery, withdrawal or defective shipment.

16.3 Notices

- (a) A notice or other communication connected with this Agreement, including a request for consent arising under any provision of this Agreement has no legal effect unless it is in writing and must be signed by a person authorised by the Party.
- (b) In addition to other methods of service provided by law, the notice may be sent electronically by email or by pre-paid post to the address of the addressee set out in Schedule 1 or to any other address last notified by a Party as their point of contact;

- (c) If posted by regular Australia Post to an address within Australia, the date of delivery will be deemed to have occurred six (6) Business Days after the date of posting. If posted to an address outside of Australia, the date of delivery will be deemed to have occurred ten (10) Business Days after the date of posting. If emailed, the date of delivery will be deemed to be the date recorded on the device from which the Party sent the email, unless the sending Party receives an automated message that the email has not been delivered.
- (d) If delivery or transmission is completed after 5.00pm on a Business Day or on a day that is not a Business Day, the notice is taken to have been received on the next Business Day. The notice must be in readable form and capable of being reproduced on paper.

16.4 Authority to enter into Agreement

The Parties warrant to each other they each have the full power and authority to enter into this Agreement and that the person signing on behalf of a Party has been given full power and authority to enter into this Agreement on behalf of that Party.

16.5 Amendment

This Agreement may only be amended in writing and signed by the Parties.

16.6 No assignment

The Contractor must not assign all or any of its rights or obligations under this Agreement without prior written consent of CP. CP may without consent of the Contractor assign all or any of its rights or obligations under this Agreement.

16.7 Own costs

Each party must pay its own expenses incurred in negotiating and executing this Agreement.

16.8 No waiver

A failure or omission by a Party at any time to enforce or require strict or timely compliance with any provision of this Agreement or any forbearance, delay or indulgence granted by a Party to the other will not constitute a waiver of the Party's rights.

16.9 Survival

All terms of this Agreement that are intended to survive the End Date or termination of this Agreement will continue in full force and effect. For avoidance of doubt this includes the ongoing benefits to CP of all indemnities contained within this Agreement. The obligations of confidentiality referred to in this Agreement will survive the End Date or other termination of this Agreement for a period of three (3) years and the provisions for dispute resolution will continue to address any dispute that may arise between the Parties.

16.10 Entire Agreement

This Agreement contains the whole agreement between the Parties in respect of the subject matter of the Agreement and supersedes any prior written or oral agreements

representations, statements and understandings in relation to the subject matter of the Agreement.

16.11 Severance

Any provision of this Agreement which is illegal, void or unenforceable will be read down or be severed without prejudice to the balance of the provisions of this Agreement.

16.12 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts taken together will be taken to form one Agreement. The Parties may execute this Agreement and all other documents contemplated by this Agreement and exchange counterparts of those documents by electronic mail. The Parties agree that the receipt of such executed counterparts will be binding on the Parties and be construed as originals.

16.13 Governing Law and jurisdiction

This agreement is governed by the law in force in Queensland and the parties submit to the exclusive jurisdiction of the courts of Queensland, and any court that may hear appeals from these courts.

RTI Release

RTI Release

Schedule 1 - Details

s.73 - Irrelevant information (commercial)

RTI Release

s.73 - Irrelevant information (commercial)

RTI Release

s.73 - Irrelevant information (commercial)

RTI Release

s.73 - Irrelevant information (commercial)

RTI Release

s.73 - Irrelevant information (commercial)

RTI Release

Schedule 2 –Deliverables

	Deliverables to be provided by the Contractor <i>(some of which have been included from the Head Agreement)</i>	Timetable
1.	To obtain all licences, permissions, authorisations, consents and permits needed for the importation of the Product	Prior to Effective Date of this Agreement
2.	Provide to Australian Customs and Quarantine service all electronic import documents to allow the processing of the customs and quarantine clearance formalities	In advance of the Product shipment's arrival
3.	Have in order, all bill of lading/air waybills, commercial invoices and any other relevant documents	Prior to collection at the Terminal
4.	Ensure collection of the Product after customs and quarantine clearance and delivery to Warehouse	Within twenty four (24) hours
5.	Ensure CP is copied in to documentation sent and processed by the Contractor including any received by the Contractor from GW	At the time the process commences and at every stage the process progresses
6.	Provide a suitable system to track the delivery of the Product at all stages of the distribution. Report on the tracking and traceability of any component of the Product	As and when it is required by CP or GW
7.	<p>Collect and examine Product for insurance purposes and give a clean receipt for the Products when satisfied as to their quality, quantity and condition. The courier subcontractor must:</p> <ul style="list-style-type: none"> (a) Make a visual inspection of the Product to identify any obvious exterior damage and record on delivery documents if damage was identified; (b) Transport to the Warehouse regardless of damage to the Product. <p>The Contractor following delivery of Product to the Warehouse will report on the visual inspection by taking photographs (irrespective of any damage being observed)</p>	Within twenty four (24) hours of Product clearance

8.	If, after such inspection, the Contractor considers that the shipment is defective in some way, it will notify CP immediately in writing and specify the reasons, in compliance with the terms of the GW Technical Agreement.	Notify CP immediately
9.	<p>Carry out a visual inspection of the Product delivered and provide confirmation to CP in writing of the following as well as provide all copies of any documents or records identified and italicised below direct to CP:</p> <ul style="list-style-type: none"> (a) the identity, quantity and exterior shipment packaging and labelling correspond to the relevant forecast for delivery of the Product; (b) the certificate(s) of analysis for the shipment states that the Product conforms in all material respects to the Product Specifications; and (c) the shipment appears to be in good condition or whether the shipment is in anyway defective; and (d) if the temperature of the shipment has remained consistent with the requirements specified in the Storage and Transport Specifications that are contained in the GW Technical Agreement by way of reviewing the data logger information 	Within three (3) days of the Product being delivered at Terminal
10.	Collection at the Terminal and storage until point of delivery to Agreed Destinations	As and when order from CP is received by the Contractor
11.	Deliver to Agreed Destinations	Within five (5) days after receiving the purchase order
12.	Conduct and handle recalls, withdrawals and corrections of any Product in accordance with the terms of the GW Technical Agreement and provide to CP a full documented report of such process carried out.	As and when required
13.	Provide to CP the use of any of the Contractor's Materials in connection with the Purpose (whether or not use of those Materials are comprised in a Deliverable itself)	As and when reasonably required by CP in order to satisfy the Purpose.

Schedule 3 – Quality Technical Standards and Activity List

The following definitions apply to the Quality Technical Standards and Activity List set out in this Schedule 3:

ADVERSE EVENTS means any untoward medical occurrence in a patient administered a medicinal product and which does not necessarily have a causal relationship with the treatment.

CHANGE REQUEST means the mechanism used to request and process any change relating to the storage, handling, Distribution and/or shipping of the Product that has the potential to impact Product quality or which alters the reproducibility of the process or processes utilised to store, handle, Distribute and/or ship the Product.

DEVIATION means an event requiring an investigation as it may affect the quality of the Product, process, equipment or quality management system. Deviations require a full investigation in all cases, including determination of root cause, Product impact assessment trending, and corrective and preventative actions (CAPA). The Quality Unit formally approves all deviation investigations/non-conformance reports.

HAZARDOUS MATERIALS means any hazardous substance, material, or waste that is defined or listed or regulated by any local, state, or federal Agency.

MARKETING AUTHORISATION means all pending and approved licenses, approvals, authorisations, permits, applications and registrations granted by or filed with any governmental Agency to manufacture and market the Product in any country in the Territory.

PRODUCT QUALITY COMPLAINT means a Product and/or packaging quality issues, such as, taste, leakage, labelling, foreign material, etc.

QUALITY MANAGEMENT SYSTEM (“QMS”) means the set of policies, processes and procedures that the Contractor currently has in place to enable it to plan, implement and execute as a core function of the Contractor’s business, compliance with CP’s requirements set out in this Agreement.

QUALITY UNIT means the unit or division of the Contractor that is made up of the Key Personnel appointed by the Contractor to be responsible for quality and compliance with the quality standards required of the Contractor under this Agreement, the roles and responsibilities for any Personnel allocated to this unit are clearly defined and reviewed annually by the Contractor.

QUARANTINE means an assigned status for previously released Product on hold pending completion of an investigation, Product not previously released, or Product requiring re-release prior to further distribution.

RETURNED PRODUCT means any Product that left the physical control of the Contractor or CP and was returned back into the possession of the Contractor or the Contractor’ designated location or CP.

Quality Technical Standards and Activity List (“QTA”)			
RESPONSIBILITIES		Contractor	CP
1.0 Regulatory Requirement			
1.0.1	Will obtain and maintain all licenses and authorisations as are required by Applicable Laws to operate the Facility.	X	
1.0.2	Will, upon request, provide copies of all documentation necessary for the Contractor to respond to inquiries by an Agency relating to Product.		X
2.0 GDP Compliance			
2.1 Organization and Personnel			
2.1.1	Will maintain a Quality Management System with clearly defined responsibilities, policies, and procedures as to comply with all local regulatory requirements.	X	
2.1.2	Will be responsible to maintain the authority to approve or reject all inbound Product, temperature controlled (“cold chain”) shipping containers, and Product Deviations based on the defined Product storage conditions and stability testing data.	X	
2.1.9	Will maintain a documentation system that ensures compliance with GDP, local regulatory licenses and other Applicable Laws.	X	
General			
2.1.10	Maintain a copy of the MSDS.	X	
2.1.11	The Contractor shall not transfer any Warehouse or Distribution tasks associated with this QTA to a 3 rd party without the knowledge, approval, and written consent of the CP.	X	

Quality Technical Standards and Activity List (“QTA”)

RESPONSIBILITIES		Contractor	CP
2.2 Buildings and Facility			
2.2.1	Will only Warehouse the Product in and Distribute the Product from Facility (ies) located at the designated location as indicated above.	X	
2.2.2	Will ensure that the Facility includes the provision for the physical separation of all Products on a batch and identity basis.	X	
2.2.3	Will ensure that the Facility includes the provision for identifiable and lockable locations for the isolation and segregation of Product assigned a “Reject” status which the Contractor will notify CP as not being suitable for distribution.	X	
2.2.4	For Products assigned a QUARANTINE status, will ensure that the Facility includes the provision for status identification and/or physical segregation, and, if applicable, a validated electronic isolation.	X	
2.2.5	Will maintain and operate the Facility in compliance with GDP, GMP, and all Applicable Laws and license and/or approval requirements.	X	
2.2.6	Upon request, will provide CP with a summary of procedure controls and cleaning methods that will be implemented to address any potential cross-contamination issues.	X	
2.2.7	Will maintain controlled access into and within the Facility, and will ensure that visitors are accompanied at all times.	X	

Quality Technical Standards and Activity List (“QTA”)

RESPONSIBILITIES		Contractor	CP
2.2.8	Will ensure that restrooms, washrooms and refreshment rooms for employees are adequately separated from the storage areas; and will ensure that the presence of food, drink, smoking material and medicinal products for personal use are prohibited in the storage areas.	X	
2.2.9	Will implement and maintain an effective pest control program per Applicable Laws.	X	
2.2.10	Will ensure that any HAZARDOUS MATERIALS and/or materials with the potential to impact the Product are kept in a separate area as required by Applicable Laws.	X	
2.2.11	Will ensure Product is protected from weather during unloading from delivery vehicles, and is unloaded in an area separate from the storage area, examined for signs of damage on receipt and checked against the relevant shipping/delivery documentation.	X	
2.3 Equipment and Utility Services			
2.3.1	Will qualify, maintain and calibrate equipment and utility services associated with Warehousing and Distribution of the Products in accordance with GDP and SOPs.	X	
2.3.2	Will make and maintain adequate Records of repair, maintenance and calibration activities for key equipment associated with Warehousing and Distribution of the Products.	X	

Quality Technical Standards and Activity List (“QTA”)			
RESPONSIBILITIES		Contractor	CP
2.3.3	Will execute and document all necessary validation protocols for the various storage environments.	X	
2.3.4	Will control, monitor and record the storage temperature for the Product.	X	
3.0 Process Controls			
3.2 Change Control			
3.2.1	Information to CP about planned changes initiated by LINK that may impact the Contractual Products	X	
3.2.2	Information to LINK about planned changes initiated by CP that may impact the Contractual Products		X
3.2.3	Will not implement changes impacting the Warehouse and Distribution of the Contractual Product until written approval from CP	X	
3.2.4	Approval of planned changes initiated by LINK that may impact the Contractual Products		X
4.0 Storage and Distribution			
4.0.1	Will perform inbound and outbound visual inspection of the Product for damages, tampering and signs of contamination. If there are any damages, tampering or signs of contamination, will immediately place the Product on hold and inform CP.	X	
4.0.2	Will maintain adequate and segregated storage areas for Products in accordance with specifications, SOPs, CP requirements, GDPs.	X	

Quality Technical Standards and Activity List (“QTA”)

RESPONSIBILITIES		Contractor	CP
4.0.3	Will ensure that Products are stored and packed (for Distribution) in accordance with the Product’s labelled storage conditions.	X	
4.0.4	Will ensure that Products are Distributed in accordance with the requirements provided by CP until the Products are delivered to CP’s customers.	X	
4.0.5	Will maintain all Product under appropriate security, and will have appropriate controls to prevent Product deterioration, cross-contamination or mix-ups of such Product.	X	
4.0.6	Will have Quality terms and conditions (e.g., a QTA) with outbound transportation carriers that meet the requirements of GDP, in addition to meeting all the requirements for the Distribution of the Product.	X	
5.3 Material Rejection / Destruction			
5.3.1	Will organise destruction of any rejected or RETURNED Product in accordance with Applicable Laws.	X	
5.3.2	Will be responsible for documenting and shipping rejected or RETURNED Product to an approved Facility for secure destruction.	X	
5.5 Customer Complaints, Theft, Diversion, Counterfeit and Adverse Events			
5.5.1	Will forward all calls and inquiries relating to Adverse Events, Product Quality Complaints, Theft, Diversion and Counterfeit (including Product suspected of falsification) immediately to the Contractor		X

Quality Technical Standards and Activity List (“QTA”)

RESPONSIBILITIES		Contractor	CP
5.5.2	Will assist the Contractor in investigating and resolving all Product complaints related to the Warehousing and Distribution of the Product.		X
5.5.3	Will document and provide CP with any information relating to the Warehousing and Distribution of the Product that is necessary to address a Product complaint or event	X	
5.5.4	Will take any corrective and preventative actions agreed to by both parties to avoid future occurrences of Product complaints.	X	X
5.5.5	Will issue all reports and follow up corrective and preventative actions relating to complaints to customer and/or AGENCY, as required	X	
5.6 Market Actions			
5.6.1	Will be responsible for working in collaboration with the Health Authority in the case of any market action, including recall, stock recovery and withdrawal and the destruction of Product. Will ensure that recall operations are capable of being initiated promptly and at any time, and that each recall operation will be recorded at the time it is carried out.	X	

Quality Technical Standards and Activity List (“QTA”)

RESPONSIBILITIES		Contractor	CP
5.6.2	Will notify CP as soon as reasonably possible, but no later than one (1) business day, after any information of which it is aware of related to the Warehousing and Distribution of the Product that may affect the safety, efficacy, potency or quality of the Product or the continued marketing of the Product.	X	
5.6.3	Will fully cooperate with either party with requests for information and action in a timely manner in the event of any market action related to the Product.	X	X
5.6.4	Responsible for notification of any market action related to the Product to the appropriate AGENCY in accordance with Applicable Laws.	X	
5.6.5	Responsible for the management of any market action related to the Product.	X	
5.6.6	Will fully cooperate in management of the recall or withdrawal operation	X	
5.6.7	Will fully cooperate in management of the recall or withdrawal operation.		X
6.0 Contractor Oversight			
6.1 Review and Revision of QTA			
6.1.1	Will review the QTA at a minimum every two (2) years from the EFFECTIVE DATE unless required sooner to incorporate new compliance responsibilities or significant changes that could impact the use of this QTA.	X	X

Quality Technical Standards and Activity List (“QTA”)			
RESPONSIBILITIES		Contractor	CP
6.1.2	Will obtain written approval from both parties for any amendments to the QTA.	X	X
6.1.3	Will maintain revision control of the QTA and issue a revised document as appropriate.	X	
7.0 Dispute Resolution			
7.0.1	Product release decisions by the Contractor cannot be disputed.	X	X

RTI Release

RTI Release

Execution page

Executed for and on behalf of Central Pharmacy, Health Support Queensland, by its authorised representative but not so as to incur any personal liability in the presence of:

.....
Signature of Authorised Representative

.....
Signature of Witness

.....
Print Name of Authorised Representative

.....
Print Name of Witness

.....
Address of Witness

.....
Position of Authorised Representative

Date of Signing:

Executed by Link Medical Products Pty Ltd in accordance with s127 of the Corporations Act 2001 (Cth)

.....
Signature of Director

.....
Signature of Director /Secretary
(Cross out which is not applicable)

.....
Name of Director

.....
Name of Director / Secretary
(Cross out which is not applicable)

Date of Signing:

RTI Release

s.73 - Irrelevant information (commercial)

RTI Release

Annexure B – Documents to be supplied by CP to GW

s.73 - Irrelevant information (commercial)

RTI Release

Annexure C – GW Technical Agreement

RTI Release