

**ONE-OFF MEASURE TO USE STOCK UNDER
CHILDHOOD VACCINATION SUBSIDY SCHEME
(13-VALENT PNEUMOCOCCAL CONJUGATE VACCINE BOOSTER)
IN ELIGIBLE ELDERS**

DEFINITIONS, TERMS AND CONDITIONS OF AGREEMENT, AND SCHEDULE

DEFINITIONS

1. Transaction Documents

The transaction documents of the One-off Measure to Use Stock under Childhood Vaccination Subsidy Scheme (13-Valent Pneumococcal Conjugate Vaccine Booster) in Eligible Elders (One-off Measure of PCV13 in Elders) comprise the following:

- (a) a Reply Slip for Joining the One-off Measure to Use Stock under CVSS (PCV 13) in Eligible Elders;
- (b) an Authority for Payment to a Bank (Appendix B);
- (c) this document titled Definitions, Terms and Conditions of Agreement, and Schedule (Appendix H) as from time to time amended pursuant to Clause 57;

(collectively, the Transaction Documents).

2. Definitions

The following expressions when used in the Covering Notes for Application to Enrol in the Health Care Voucher Scheme, and Vaccination Subsidy Schemes, and Primary Care Directory, and each of the Transaction Documents have the meanings assigned to them below, unless otherwise defined therein or the context otherwise requires:

Agreement means the agreement in relation to One-off Measure of PCV13 in Elders between the Government on the one hand, and an EHCP and his Associated Organization (if any) on the other, as constituted by the EHCP submitting a Reply Slip for Joining the One-off Measure to Use Stock under CVSS (PCV13) in Eligible Elders and the Government accepting the Reply Slip. The Agreement shall contain all terms and conditions set out in the Transaction Documents.

Associated Organization means in relation to an EHCP, the Medical Organization specified in that EHCP's Reply Slip for Joining the One-off Measure to Use Stock under CVSS (PCV 13) in Eligible Elders.

Consent to Use Vaccination Subsidy means a form prescribed by the Director of Health to be duly completed and signed by the Eligible Person, or guardian of the Eligible Person who is a ward under which the Eligible Person consents to the use of Subsidy.

Documentary Proof of Eligibility means Hong Kong Identity Card, which shall have the meaning given to the expression "identity card" under section 1A of the Registration of Persons Ordinance, Cap. 177; or Birth Certificate issued under section 9(4) of the Births and Deaths

Registration Ordinance, Cap. 174; or certificate of exemptions issued by the Commissioner of Registration to a person who by virtue of regulation 25(e) of the Registration of Persons Regulations, Cap. 177A is not required to be registered under the Immigration Ordinance, Cap. 177 or valid travel document of the Eligible Person showing his Hong Kong resident status and his date of birth.

“eHealth Account” means an account established for an Eligible Person under the eHealth System.

“eHealth System” means the computer information system designated and provided by the Government from time to time to support payment of subsidy and other purposes relating to the One-off Measure of PCV13 in Elders.

“Enrolled Health Care Provider” or **“EHCP”** means a Registered Medical Practitioner whose Reply Slip for Joining the One-off Measure to Use Stock under CVSS (PCV 13) in Eligible Elders is accepted by the Government.

“Eligible Person” means a person as specified in the Schedule.

“One-off Measure of PCV13 in Elders” means the One-off Measure to Use Stock under Childhood Vaccination Subsidy Scheme (13-Valent Pneumococcal Conjugate Vaccine Booster) in Eligible Elders.

“Government Supplied Vaccine” has the meaning given to the term in Clause 17.

“Medical Organization” means

- (a) an organization (whether incorporated or not) which employs or engages a Registered Medical Practitioner to provide Vaccination to any person;
- (b) an organization (whether incorporated or not):
 - (i) under whose name a Health Care Provider provides Vaccination to any person; and
 - (ii) of which the Registered Medical Practitioner is the sole proprietor, partner, shareholder, director or other officer (other than in a capacity referred to in (a) above).

“Nominated Account” means a bank account which is maintained under the name of an EHCP or his Associated Organization and is specified by the EHCP and his Associated Organization in the Authority for Payment to a Bank in the form attached at Appendix B and signed by the EHCP and his Associated Organization.

“Registered Medical Practitioner” has the meaning given to the term in Preamble (A) below.

“Service Fee” means the net fee charged by an EHCP or his Associated Organization for one Vaccination to an Eligible Person after deducting the Subsidy in the amount as published by the EHCP in accordance with Clause 45.

“Subsidy” means the amount per one Vaccination paid or to be paid by the Government as specified in the Schedule in accordance with the terms of the Agreement.

“*Vaccine*” means the 13-valent pneumococcal conjugate vaccine.

“*Vaccination*” means the administration of the Government Supplied Vaccine.

“*Vaccination Period*” means the period as specified in the Schedule.

3. Rules of Interpretation

In each of the Transaction Documents unless otherwise provided or the context requires otherwise:

- (a) any word or expression to which a specific meaning has been attached in any Transaction Document shall bear such meaning whenever it may appear in all Transaction Documents;
- (b) words importing the singular include the plural and vice versa and words importing a gender include all other genders;
- (c) reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument;
- (d) reference to a statute includes all subsidiary legislation made under the statute;
- (e) words importing a person include an individual, a firm, partnership, corporation, government, governmental body, authority, agency, unincorporated body of persons or associations, corporations and any organisations having legal capacity;
- (f) reference to a month or a monthly period refers to a calendar month and reference to a year or an annual period refers to a calendar year;
- (g) reference to a section, Clause (upper or lower case), sub-clause, paragraph, sub-paragraph, appendix or attachment by number or by letter in a Transaction Document shall be construed (unless the context otherwise requires) as a reference to the section, clause, sub-clause, paragraph, sub-paragraph, appendix or attachment of that number or letter contained in that Transaction Document;
- (h) headings are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of any Transaction Document;
- (i) references to time and dates shall be construed as Hong Kong time and dates;
- (j) any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done;
- (k) the words “include” and “including” shall be construed without limitation to the words following; and
- (l) all rights and powers of the Government may be exercised by or for the Director of Health.

TERMS AND CONDITIONS OF AGREEMENT WITH EHCP AND ASSOCIATED ORGANIZATION

Preamble

- (A) The Government as represented by the Director of Health may invite a registered medical practitioner within the meaning of the Medical Registration Ordinance (Cap. 161) who holds a valid practising certificate issued under that Ordinance (Registered Medical Practitioner) to join the One-off Measure of PCV13 in Elders as it thinks fit.
- (B) If a Registered Medical Practitioner's Reply Slip for joining the One-off Measure to Use Stock under CVSS (PCV13) in Eligible Elders is accepted by the Government, the Registered Medical Practitioner and the Medical Organization specified in the Registered Medical Practitioner's Reply Slip are required to observe the terms and conditions set out in the Agreement.
- (C) Unless an Eligible Person or a guardian of an Eligible Person explicitly indicates that the Eligible Person or the guardian of an Eligible Person will not participate in the One-off Measure of PCV13 in Elders and will not rely on any Subsidy for payment of the Vaccination by refraining from signing the Consent to Use Vaccination Subsidy, the provision of Vaccination to any Eligible Person by an EHCP shall be in compliance with all applicable terms and conditions set out in the Agreement, regardless of whether the Subsidy is available or not for that Vaccination.

Operative Part

1. In consideration of the Government agreeing to pay the Subsidy in respect of a Vaccination in accordance with the terms and conditions of the Agreement, an EHCP and his Associated Organization (if any) jointly and severally undertake and agree to observe the terms and conditions of the Agreement.
2. Each of the EHCP and his Associated Organization shall inform in writing to the Vaccination Office of the Department of Health of the Government (Vaccination Office) (i) 2 working days before raising the Service Fee as specified in the Reply Slip for Joining the One-off Measure to Use Stock under CVSS (PCV13) in Eligible Elders and (ii) immediately of any changes in any information or document submitted to the Government in relation to the One-off Measure of PCV13 in Elders (including any information submitted in the EHCP's Reply Slip for Joining One-off Measure to Use Stock under CVSS (PCV13) in Eligible Elders) and of any material change in circumstances affecting the EHCP's and his Associated Organization's eligibility for joining the One-off Measure of PCV13 in Elders or otherwise this document including any incidents of professional misconduct or negligence (substantiated or alleged). Any EHCP planning to cease practice and/or their involvement in the One-off Measure of PCV13 in Elders shall provide not less than one month's prior written notice to the Vaccination Office and return all Scheme Equipment in accordance with Clause 7.
3. The Government may at any time terminate the One-off Measure of PCV13 in Elders without incurring any liability to any EHCP or any Associated Organization.
4. A person shall cease to be an EHCP and the Agreement shall terminate forthwith upon the EHCP ceasing to be registered or is suspended from practising as a Registered Medical Practitioner.
5. The Government may at any time terminate the Agreement forthwith by written notice to an EHCP if:

- (a) the Government is of the reasonable opinion that the EHCP has failed to provide Vaccination in a professional manner or has otherwise committed professional misconduct or malpractice; or
 - (b) the EHCP or his Associated Organization fails to comply with any provision in the Agreement or with any direction given by the Government or Director of Health pursuant to Clause 35.
6. Each of the Government and the EHCP may also terminate the Agreement by giving 7 days' prior written notice to the other of them and the Agreement shall terminate on the date specified in the notice.
7. A person shall cease to be an EHCP on the same date as the One-off Measure of PCV13 in Elders is terminated under Clause 3, or on the same date as the Agreement with that person is terminated pursuant to Clause 4, 5 or 6. Immediately upon a person ceasing to be an EHCP:
- (a) the Government shall cease to have any obligation to pay that person or his Associated Organization any Subsidy for any Vaccination to an Eligible Person or a guardian of an Eligible Person if the Consent to Use Vaccination Subsidy is executed by the Eligible Person or the guardian of an Eligible Person on or after the date on which the person ceases to be an EHCP;
 - (b) the person and his Associated Organization shall in respect of that person:
 - (i) cease to use any of the Consent to Use Vaccination Subsidy and cease to use or otherwise input any data into the eHealth System;
 - (ii) remove the logo (øLogoö) and Display Sheet provided by the Government and return the Logo and Display Sheet to the Government;
 - (iii) not procure or permit any Eligible Person or guardian of an Eligible Person to complete or execute any Consent to Use Vaccination Subsidy or any other forms or documents that may be prescribed by the Government or the Director of Health in relation to the One-off Measure of PCV13 in Elders;
 - (iv) if required by the Government, remove all software provided by the Government for the purpose of the One-off Measure of PCV13 in Elders from the computer system used by the person and/or his Associated Organization and return any Scheme Equipment and security tool provided by the Government for the purpose of the One-off Measure of PCV13 in Elders or accessing the eHealth System within 7 days;
 - (iv) return all unused Government Supplied Vaccine within 7 days; and
 - (v) comply with all directions and requirements made by the Government to give effect to the cessation of the person to be an EHCP.
 - (c) The Scheme Licence shall terminate forthwith.
8. The termination of the Agreement shall be without prejudice to any provision of the Agreement capable of being performed or observed notwithstanding such termination which shall survive the same and shall continue to be binding on the parties and shall remain in full force and effect (including Clauses 1 to 3, 16, 21, 24 to 27, 32 to 33, 40, 42, 43, 47 to 59).

eHealth System

9. It is a condition precedent to any joining by a Registered Medical Practitioner in the One-off Measure of PCV13 in Elders that the Registered Medical Practitioner subscribes to the eHealth System prescribed by the Director of Health for the One-off Measure of PCV13 in Elders on the terms set out below and in the manner specified by the Director of Health within 21 days of a notice issued by the Director of Health to this effect.
10. Save as otherwise expressly provided for in the Agreement or specified by the Government, an EHCP and his Associated Organization shall provide all computer hardware, software, other equipment, machinery, devices and facility and obtain all utility for the use of the eHealth System at the EHCP's own cost and expense.
11. The Government may, for the purpose of facilitating an EHCP's use of the eHealth System, provide the EHCP any hardware, devices or other equipment (**Scheme Equipment**), or grant or procure the grant of a licence to the EHCP to use any software (**Scheme Licence**) in each case on such terms and conditions as the Government may specify from time to time.
12. An EHCP shall use the eHealth System solely for the purpose of enabling the payment of Subsidy under the One-off Measure of PCV13 in Elders.
13. An Associated Organization shall not, and an EHCP shall procure that his Associated Organization will not, use or otherwise deal with the eHealth System, the Scheme Equipment, the Scheme Licence and any data kept therein.
14. An EHCP and his Associated Organization acknowledges that a Scheme Equipment and a Scheme Licence may be subject to the proprietary rights of third parties. The EHCP undertakes not to use the Scheme Equipment or the Scheme Licence for any purposes other than those specified in the Agreement or by the Government unless with prior written consent of the Government. Scheme Equipment shall not be transferred to other parties for use and the EHCP and his Associated Organization shall be responsible for any liabilities towards any other parties arising out of any actions, claims or demands in connection with the EHCP's use of the Scheme Equipment or the Scheme Licence.
15. An EHCP shall not make any modifications to the Scheme Equipment or the Scheme Licence unless the prior written consent of the Government has been obtained.
16. The EHCP shall be responsible for the safe custody of and the due return of Scheme Equipment and all copies of software covered by the Scheme Licence to the Government including but not limited to, authentication tokens, Smart ID Card Reader, and so on. If any such item is lost or damaged for any cause whatsoever while in the possession or under the control of the EHCP, the EHCP shall pay to the Government the applicable administrative fees published on the website of the Centre for Health Protection (www.chp.gov.hk) as and for compensation to the Government. The administrative fees may be revised from time to time through announcement on the same website.

13-valent pneumococcal conjugate vaccine

17. Vaccine shall be supplied by way of the EHCP drawing from the stock of PCV 13 vaccine already supplied by the Government to such EHCP under the Childhood Vaccination Subsidy Scheme (PCV 13 booster) (**Government Supplied Vaccine**). No further Government

Supplied Vaccine will be supplied other than in the aforesaid manner under this One-off Measure of PCV13 in Elders.

18. An EHCP may use the Government Supplied Vaccine solely for administering it to Eligible Persons who sign the Consent to Use Vaccination Subsidy under Childhood Vaccination Subsidy Scheme (PCV13 booster) (öCVSS (PCV13 booster)ö) or One-off Measure of PCV13 in Elders, not for other purposes. This also supersedes the requirements under the terms and conditions of the CVSS (PCV13 booster) that the Government Supplied Vaccine may only be used for administration on Eligible Persons under the CVSS (PCV 13 booster). The Government Supplied Vaccine may be used for the aforesaid purposes until they reach their expiry date.
19. Each of the EHCP and his Associated Organization shall be responsible for the safe custody of the Government Supplied Vaccine and maintain the Government Supplied Vaccine at +2°C to +8 °C at all times during storage in appropriate fridge facilities with cold chain maintenance.
20. Other than for the purpose specified in Clause 18 above, an EHCP and his Associated Organization undertake not to use the Vaccine for any purposes unless with the prior written consent of the Government. The EHCP and his Associated Organization may not transfer the Government Supplied Vaccine to any person without the prior written consent of the Government. Without prejudice to other provisions which require the return of all unused Government Supplied Vaccine, the EHCP shall return all unused Government Supplied Vaccine to the Department of Health from time to time upon request by the Department of Health.
21. If (a) any Government Supplied Vaccine is lost or damaged regardless of the cause while in the possession or under the control of the EHCP; or (b) any Government Supplied Vaccine is administered to a person who is not an Eligible Person electing to receive the Vaccination under the CVSS (PCV 13 booster) or One-off Measure of PCV13 in Elders by signing the Consent to Use Vaccination Subsidy, the EHCP shall pay to the Government the applicable administrative fees published on the website of the Centre for Health Protection (www.chp.gov.hk) as and for compensation to the Government but not as a penalty. The administrative fees may be revised from time to time through announcement on the same website.

Obligations of EHCP

22. If an Eligible Person or a guardian of an Eligible Person notifies an EHCP that the Eligible Person or the guardian of an Eligible Person will use the Subsidy for Vaccination, the EHCP shall obtain from the Eligible Person or the guardian of an Eligible Person a duly completed and signed Consent to Use Vaccination Subsidy.
23. On condition that an Eligible Person or a guardian of an Eligible Person has duly authorised an EHCP to use the Subsidy for a Vaccination, the EHCP shall assist the Eligible Person or the guardian of an Eligible Person to use such Subsidy and provide Vaccination to the Eligible Person by following the steps below in the same chronological order:
 - (i) request the Eligible Person to produce original copy of Documentary Proof of Eligibility for verification of the person's eligibility;
 - (ii) log on to the eHealth System;
 - (iii) search and retrieve the eHealth Account of the Eligible Person, or if an eHealth Account is not yet created input the information required in the eHealth System in respect of the Eligible Person to create an eHealth Account;

- (iv) ascertain availability of Subsidy to the Eligible Person to receive the Vaccination through a search using the eHealth System ; it will not be available if the Eligible Person has already been administered with the Government Supplied Vaccine whether or not under CVSS (PCV 13 booster) prior to the proposed Vaccination; it shall also not be available if the Eligible Person has already been administered with the 23-valent pneumococcal polysaccharide vaccine (23vPPVö) or other pneumococcal vaccination prior to the proposed Vaccination under a Government subsidy scheme;
 - (v) verify the Eligible Person's past vaccination history and vaccination record, including check for any repeated Vaccinations , and consider and decide whether the Eligible Person is clinically indicated for the Vaccination;
 - (vi) provide the Vaccination promptly if subsidy for the Vaccination is available to the Eligible Person and the Eligible Person is clinically indicated for the Vaccination;
 - (vii) update the Eligible Person's hand held personal copy of immunisation record; and
 - (viii) input all information required by the eHealth System and make a Subsidy claim within 7 calendar days counting from the date of the Vaccination.
24. Any Subsidy claim not made within the timeline set out in Clause 23(viii) above will be considered as a late claim and the Government shall have the absolute discretion to refuse payment of Subsidy to the EHCP or his Associated Organization for such late claim. Factors to be taken into account include whether the EHCP or his Associated Organization has had a past record of submitting late claims and whether there is any other justification for lodging a late claim.
25. Without prejudice to other provisions of the Agreement, the Government will not pay out any Subsidy to the EHCP or his Associated Organization for a Vaccination if the claim for Subsidy for such Vaccination is not submitted to the Government within 90 calendar days counting from the date of such Vaccination.
26. If in relation to a Vaccination, an EHCP fails to comply with Clause 23(iv) above BEFORE administering a Vaccination and has already provided a Vaccination to an Eligible Person for which Subsidy is not available, an EHCP or his Associated Organization shall not charge such person or a guardian of such person any fee or any other monetary amount in relation to the Vaccination provided including the Service Fee.
27. An EHCP agrees, warrants and undertakes that prior to the creation of an eHealth Account of an Eligible Person, he shall have obtained from the Eligible Person or the guardian of the Eligible Person a duly completed and signed Consent to Use Vaccination Subsidy for the use and transfer of the Eligible Person's personal data for the purpose of creation of the eHealth Account, administration and monitoring of One-off Measure of PCV13 in Elders or other Government vaccination subsidy schemes, including but not limited to a verification procedure by electronic means with data kept by the Immigration Department to ascertain eligibility for Subsidy under the One-off Measure of PCV13 in Elders or other Government vaccination subsidy schemes. An EHCP shall declare via the eHealth System that such a consent has been obtained for each eHealth Account created. For any of the aforesaid purposes, the transfer may be made to the HKSAR Government (including the Department of Health and the Immigration Department), and consultants, advisers and contractors of HKSAR Government appointed for any of the aforesaid purposes.

28. In relation to Vaccination provided by an EHCP to an Eligible Person, subject further to Clause 26, each of the EHCP and his Associated Organization shall not demand an Eligible Person or a guardian of an Eligible Person who consents to use the Subsidy to settle the EHCP's fee for such Vaccination to pay any other monetary amount to the EHCP or his Associated Organization other than the Service Fee. The Service Fee shall only be for the medical services provided in the administration of the Government Supplied Vaccine. Without prejudice to the generality of the foregoing, neither the EHCP nor his Associated Organization shall charge any Eligible Person any sum of money presenting the cost of the Government Supplied Vaccine as the same shall be provided to the EHCP free of charge by the Government.
29. Neither an EHCP nor his Associated Organization shall enter into any agreement or arrangement with an Eligible Person or a guardian of an Eligible Person which has the effect of:
 - (a) modifying any provision of any requirements prescribed by the Director of Health for the purpose of or in relation to the One-off Measure of PCV13 in Elders (including this Agreement); or
 - (b) sharing any Subsidy received from the Government with the Eligible Person or the guardian of an Eligible Person.
30. The EHCP and his Associated Organization shall submit to the Government such other information or document as required by the Director of Health from time to time in relation to the One-off Measure of PCV13 in Elders.

Payment by the Government

31. Subject to Clauses 5, 32 and 33(b), the Government shall, in respect of the Vaccination for an Eligible Person, provided that he has been indicated as eligible to receive the Subsidy in the eHealth System for that Vaccination in the manner as mentioned in Clause 23(iv) above, pay the EHCP or the Associated Organization the Subsidy for that Vaccination. Such payment shall be made by the Government crediting the Nominated Account. An acknowledgement issued by the bank with which the Nominated Account is maintained of the sums credited by the Government to the Nominated Account shall be deemed to be a receipt issued by the EHCP and the Associated Organization of the sums so credited and shall be conclusive evidence of due payment of such sums payable by the Government to the EHCP or the Associated Organization under the Agreement.
32. The Government shall have no obligation to pay an EHCP or his Associated Organization any Subsidy, if any information provided by the EHCP to the Government under or in relation to the One-off Measure of PCV13 in Elders is at any time found to be incomplete, untrue or inaccurate or if the EHCP or his Associated Organization is in breach of any provisions in the Agreement.
33. Notwithstanding anything provision herein, if the Government at any time certifies that the Government has overpaid an EHCP or an Associated Organization, the Government may:
 - (a) deduct such overpaid amount from any sums which may thereafter be payable by the Government to the EHCP or the Associated Organization; or
 - (b) direct the EHCP or the Associated Organization to forthwith repay the Government the amount overpaid on a date specified by the Government and the EHCP or the Associated Organization (as the case may be) shall comply with the direction. The Government has

the right to withhold any sums due to the EHCP or the Associated Organization under Clause 31 until the EHCP or the Associated Organization has fully repaid the aforesaid amount.

34. Neither an EHCP nor an Associated Organization may charge any person any fees for completing the Consent to Use Vaccination Subsidy.

Directions

35. An EHCP and an Associated Organization shall comply with all directions given by the Director of Health or the Government or any employee, officer or agent of the Government from time to time under the Agreement or in relation to the One-off Measure of PCV13 in Elders.
36. If an EHCP or his Associated Organization fails to comply with any provision of the Agreement or any direction referred to in Clause 35, without prejudice to the right of the Government to issue a notice under Clause 6 or 7, the Government may by notice in writing to the EHCP or the Associated Organization require the EHCP or the Associated Organization to make good or rectify the non-compliance by the date specified and in accordance with the requirements of notice. The EHCP and his Associated Organization shall comply with such requirements.

Information and keeping of records

37. An EHCP shall keep the Government immediately informed of any changes or proposed changes to his status as a person registered under the legislation referred to in Preamble (A).
38. Without prejudice to Clause 37, an EHCP shall notify the Government forthwith of his becoming aware of:
- (a) any action taken (or proposed to be taken) or any order made (proposed to be made) to remove the EHCP from a register maintained pursuant to the legislation referred to in Preamble (A) on which the EHCP's name has been entered;
 - (b) any action, disciplinary proceeding or inquiry being taken against the EHCP by any person; or
 - (c) any complaints filed or claims made (whether or not any legal action is threatened) against the EHCP for any act, negligence, misconduct or malpractice.
39. An EHCP shall provide the Government with such information as requested by the Government in relation to any of the matters referred to in Clause 37 or 38.
40. An EHCP and his Associated Organization shall keep in his and their practice clinic(s) for a period of not less than 7 years proper and full record in relation to the Vaccination provided (including without limitation the history, precautions and adverse effects), information about the Government Supplied Vaccine used (including without limitation the name of the manufacturing company, lot number, and date of use), and all original copies of Consent to Use Vaccination Subsidy duly completed and signed by Eligible Person or guardian of Eligible Person .
41. An EHCP and his Associated Organization shall submit to the Vaccination Office complete, true and accurate information as required in the Authority for Payment to a Bank at Appendix B.

42. Each of the EHCP and his Associated Organization warrants and undertakes with continuing effect that all information and documents provided by each of them to the Government from time to time under the Agreement or in relation to the One-off Measure of PCV13 in Elders are true, accurate and complete.
43. The Government, the Director of Health or any person authorized by the Director of Health may by prior notice to an EHCP or his Associated Organization attend at any premises at reasonable hours to inspect and obtain any information or record kept or required to be kept by the EHCP or the Associated Organization under the Agreement, or to ascertain whether the provisions of the Agreement are complied with. The EHCP and his Associated Organization shall fully co-operate with and give all assistance required by the Government, the Director of Health and the authorized person. The EHCP and his Associated Organization shall ensure that the Government, the Director of Health and the authorized person are given free and uninterrupted access to the information and record and the premises at which they are kept. The EHCP and the Associated Organization shall, if so requested by the Government, the Director of Health or the authorized person, provide them with copies of information and record specified by any of them. The Government, the Director of Health or any person authorized by the Director of Health may contact the Eligible Person or guardian of the Eligible Person to verify the information and record if necessary.

Logo, Display Sheet and Publication

44. Upon joining the One-off Measure of PCV13 in Elders, the Government may provide an EHCP with a logo (öLogoö), if any, and a Display Sheet. Subject to Clause 5, an EHCP shall at all times display the Logo and Display Sheet, if any, at the premises where the Vaccination is provided by the EHCP and in a manner as specified by the Director of Health. Neither the EHCP nor his Associated Organization shall make any copies of the Logo or Display Sheet, or display the Logo or Display Sheet at any places other than at that specified by the Director of Health.
45. The Display Sheet shall display the Service Fee charged by the EHCP or his Associated Organization after deducting the Subsidy payable by the Government under the One-off Measure of PCV13 in Elders. The EHCP shall notify the Vaccination Office 2 working days before raising the Service Fee and shall amend its Display Sheet accordingly as soon as the increase comes into effect.
46. The Government may use any of the personal data of an EHCP for the purposes set out in the Statement of Purpose in the Application Form and Authority for Payment to a Bank. Each of the EHCP and his Associated Organization further agrees that the Government may publish any or both of their names, the particulars of practice and Service Fee at any time for the purpose of the One-off Measure of PCV13 in Elders and/or any other programmes run by or on behalf of the Government in relation to the promotion of primary care, including but not limited to the Primary Care Directory maintained by the Director of Health.

Government Disclaimer

47. The Government does not warrant or represent that:
 - (a) the eHealth System, the Scheme Equipment or the Scheme Licence are free from any third party rights or restriction on use;

- (b) the eHealth System, the Scheme Equipment or the Scheme Licence is free from defects in materials, design and workmanship;
- (c) the use of the eHealth System, the Scheme Equipment or the Scheme Licence will meet an EHCP's or his Associated Organization's data processing requirements, the requirements of the One-off Measure of PCV13 in Elders or the requirements of any machine, equipment or hardware or software used or to be used by the EHCP or his Associated Organization in conjunction with or in connection with the eHealth System; or
- (d) the operation of the eHealth System, the Scheme Equipment or the Scheme Licence will be uninterrupted or error free.

48. The Government shall not be liable to an EHCP or his Associated Organization for any claims, actions, investigations, demands, proceedings, brought or instituted against the EHCP or his Associated Organization, or any liabilities, compensation, damage, loss, costs, charges and expenses which the EHCP or his Associated Organization may sustain or incur in relation to the joining of the One-off Measure of PCV13 in Elders, the use or storage of the Government Supplied Vaccine, the use of the eHealth System, the Scheme Equipment or the Scheme Licence, or inability to obtain any Subsidy for any Vaccinations given.

Confidentiality

49. Each of the EHCP and his Associated Organization undertakes and agrees to keep all information provided by the Government in relation to the One-off Measure of PCV13 in Elders confidential. Neither the EHCP nor his Associated Organization shall disclose any such information to any person without the prior written consent of the Government.

Indemnity

50. Each of the EHCP and his Associated Organization shall indemnify and keep the Government fully and effectively indemnified from and against:

- (a) any and all claims, actions, investigations, demands, proceedings, brought or instituted against the Government; and
- (b) any and all liabilities, compensation, damage, loss, costs, charges and expenses which the Government may sustain or incur (including but not limited to legal and other costs, charges, and expenses, on a full indemnity basis, which the Government may pay or incur in relation to any claim, action or proceeding instituted by, or against, the Government),

which in any case arise directly or indirectly from, or as a result of, or in connection with, or which relate in any way to:

- (i) any non-compliance by the EHCP, his Associated Organization, or any employees, agents or sub-contractors of the EHCP or his Associated Organization of any provision of the Agreement; or
- (ii) the negligence, recklessness, omission, default, act or misconduct on the part of the EHCP or his Associated Organization, or any employees, agents or

sub-contractors of the EHCP or his Associated Organization in the operation of the One-off Measure of PCV13 in Elders or in the administration of the Government Supplied Vaccine; or

(iii) the data or information provided by the EHCP or his Associated Organization or any employees, agents or sub-contractors of the EHCP or his Associated Organization in the process for requesting for payment of Subsidy; or

(iv) the joining by the EHCP in the One-off Measure of PCV13 in Elders.

51. Without prejudice to Clause 50, any act, default, neglect or omission of any sub-contractor or the employee or agent of an EHCP or his sub-contractor shall be deemed to be the act, default, neglect or omission of the EHCP, and any act, default, neglect or omission of employee, agent or any sub-contractor of an Associated Organization shall be deemed to be the act, default, neglect or omission of the Associated Organization.
52. Each of the EHCP and his Associated Organization agrees to do all things and execute all deed, instruments, transfer or other documents as may be necessary or desirable to give full effect to the provisions of the Agreement.
53. The Agreement is governed by and construed in accordance with the laws of Hong Kong and each of the EHCP and his Associated Organization irrevocably and unconditionally submits to the exclusive jurisdiction of any of the courts of Hong Kong.
54. Nothing in the Agreement will fetter or prejudice the exercise by the Government of any discretion or right it has under any law.
55. Neither an EHCP nor an Associated Organization shall represent himself as an employee, servant, agent or partner of the Government. Neither an EHCP nor an Associated Organization has, nor shall any of them represent that it has, any authority to make any commitments on the Government's behalf.
56. Neither an EHCP nor an Associated Organization shall, without the prior written consent of the Government, assign or otherwise dispose of or transfer or sub-contract any of his interests, rights, benefits and obligations under the Agreement in whole or in part.
57. The Government may at any time vary or supplement any terms or conditions of the Agreement by prior written notice to an EHCP and his Associated Organization.
58. The definitions and rules of interpretation set out in the Definitions shall apply to the Agreement.
59. Any provision of the Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of the Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

SCHEDULE

A Vaccination (or one Vaccination) is one dose of Government Supplied Vaccine to be administered to an Eligible Person within the Vaccination Period.

The Subsidy payable under the One-off Measure of PCV13 in Elders is HK\$50 per dose for one Vaccination administered during the Vaccination Period to an Eligible Person who has not received any Government subsidy for pneumococcal vaccination before.

“Eligible Person” means a Hong Kong resident who is aged 65 or above in the calendar year when the Vaccination is given who holds a valid Hong Kong Identity Card or who is exempted from registering or applying for the issue of a Hong Kong Identity Card under reg. 25(e) or the Registration of Persons Regulations, Cap. 177A of the Laws of Hong Kong.

Vaccination Period means a period announced by the Vaccination Office of the Department of Health for giving Vaccination to Eligible Persons under the One-off Measure of PCV13 in Elders.