

**RESIDENTIAL CARE HOME VACCINATION PROGRAMME  
TERMS AND CONDITIONS  
OF THE COVID-19 VACCINATION PROGRAMME  
AT RESIDENTIAL CARE HOMES**

**Preamble**

- (a) This document titled “Terms and Conditions of the COVID-19 Vaccination Programme at Residential Care Homes” (“Agreement”) should be read on a stand-alone basis from other documents of the Residential Care Home Vaccination Programme. This Agreement is in relation to a programme for participation by Registered Medical Practitioners and their Associated Organizations for the provision of COVID-19 Vaccinations at Residential Care Homes (RCHs) (“COVID-19 Vaccination Programme at RCHs” or “Programme”).
- (b) Registered Medical Practitioners and their Associated Organizations who are already participants of the Residential Care Home Vaccination Programme (“RVP”) are invited to participate in this COVID-19 Vaccination Programme at RCHs. However, they shall be required to sign a written confirmation in the form provided to confirm that they agree to fully comply with and observe all terms and conditions set out in this Agreement for the provision of Vaccination Services under this COVID-19 Vaccination Programme at RCHs (“Written Confirmation”).
- (c) Notwithstanding the above, in considering whether to accept a Registered Medical Practitioner and his Associated Organization’s participation in the COVID-19 Vaccination Programme at RCHs, the Government as represented by the Director of Health will consider all the circumstances and factors as he thinks fit which include but are not limited to the conduct, integrity, reputation, management of his medical or healthcare services, and past and recent performance of the applicant’s obligations under the RVP Agreement and those of his Associated Organization.

- (d) Subject to (i) the VMO and his Associated Organization signing and returning of the Written Confirmation before the requested deadline; (ii) the fulfilment of the condition specified in Clause 10 to the satisfaction of the Government; and (iii) subject to the Government's acceptance of the first order to be placed by either of them through the Designated Booking System (as defined in Clause 41) ("First Order"), this Agreement shall be deemed to have been constituted between an VMO and his Associated Organization on the one hand, and the Government on the other, in relation to the provision of COVID-19 Vaccination to Eligible Persons under the COVID-19 Vaccination Programme at RCHs.
- (e) Each VMO and his Associated Organization (if any) shall be bound by all provisions of this Agreement and shall perform the COVID-19 Vaccinations on Eligible Persons on and subject to the terms of the Agreement.
- (f) References to VMO shall include his Associated Organization regardless of the relationship between VMO and that Associated Organization for so long as both of them have submitted the Application. All obligations of the VMO shall be performed and observed by the VMO and Associated Organization on a joint and several basis.
- (g) This Preamble and the Schedule form part of the Agreement and are equally binding on the VMO and his Associated Organization.

## **Operative Part**

1. In consideration of the Government agreeing to pay the Vaccination Fee in respect of Vaccinations under the COVID-19 Vaccination Programme at RCHs within the Vaccination Period, the VMO and his Associated Organization jointly and severally undertake and agree to observe all provisions set out in this Agreement, and the Doctors' Guide for the COVID-19 Vaccination Programme at the RCHs under RVP ("RVP Doctors' Guide for COVID-19 Vaccination" or "Doctors' Guide") in the version as published from time to time on the website further mentioned in Clause 4.
2. The VMO and the Associated Organization shall not require the Eligible Person to pay any service fee for the COVID-19 Vaccination. They undertake not to charge the Eligible Person any service fee or any other monetary amount whatsoever in relation to the COVID-19 Vaccination regardless of the description of any amount purported to be charged including

but not limited to any refundable or non-refundable deposit or administrative fee or any fees for completing the Consent Form.

3. The name of the VMO in Chinese and English and the telephone number as provided in the Written Confirmation shall be displayed at the website (<https://www.chp.gov.hk/tc/features/106934.html>) as participants of the COVID-19 Vaccination Programme at RCHs for search by the general public.
4. The RVP Doctors' Guide for COVID-19 Vaccination is published at the website (<https://www.chp.gov.hk/tc/features/106934.html>) and may be updated from time to time. VMO and his Associated Organization (if any) shall read and understand fully the guidelines and instructions as stipulated in the Doctors' Guide and are required to follow the Doctors' Guide.
5. The Prevention and Control of Disease (Use of Vaccines) Regulation (Chapter 599K of the Laws of Hong Kong) ("Cap 599K") has expired on 23 December 2023 and no longer applies to the administration of COVID-19 Vaccines under these Terms and Conditions.
6. The Government shall not be liable to indemnify the VMO or his Associated Organization from and against any claims, actions, investigations, demands, proceedings, brought or instituted against the VMO or his Associated Organization or any losses, damage, expenses and liabilities incurred or sustained by the VMO or his Associated Organization in the performance of this Agreement including the Vaccination except and to the extent of any Negligence on the part of the Government and where any indemnity being sought is due to or arising from the death or personal injury of any third party. The term "Negligence" shall have the meaning given to it in the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong).
7. The Government may at any time forthwith terminate the Agreement with the VMO and his Associated Organization by immediate written notice if the Government is of the reasonable opinion that VMO and/or his Associated Organization:
  - (a) has failed to provide in a professional manner any medical or healthcare services of whatsoever nature whether or not covered by this Agreement;
  - (b) has performed any act or omission which casts doubt on its professionalism, integrity, reputation, ability to properly manage its medical or healthcare services or its ability to perform its obligations under the Agreement;

- (c) has failed to comply with the requirements of the Doctors' Guide; or
  - (d) fails to comply with any provision in the Agreement or with any direction given by the Government or the Secretary for Food and Health or the Director of Health pursuant to Clause 62.
- 8. Either the Government or the VMO and his Associated Organization may terminate the Agreement without the need to state any reason by giving not less than 14 days' prior written notice to the other of them and the Agreement shall terminate on the date specified in the notice provided that the aforesaid 14 days' notice period is complied with. Alternatively, the Government may issue not less than 14 days' prior written notice to suspend the Agreement including the provision of the Vaccination for such duration as specified in the notice. Upon such suspension, Clause 9(c) shall equally apply except that reference to termination shall mean suspension.
- 9. Upon termination of the Agreement whether under Clause 7 or 8,
  - (a) the Agreement shall be of no further force and effect, but without prejudice to:
    - (i) the Government's rights and claims under this Agreement or otherwise at law against VMO and his Associated Organization arising from antecedent breaches of the Agreement by the VMO or his Associated Organization (including any breach(es) which entitle the Government to terminate this Agreement);
    - (ii) the rights and claims which have accrued to a party prior to the expiry or termination of this Agreement; and
    - (iii) the continued existence and validity of those provisions which are expressed to or which in their context appropriately survive expiry or termination of this Agreement and any provisions of the Contract necessary for the interpretation or enforcement of the Agreement including without limitation all indemnity provisions, disclaimers by the Government, provision giving the Government's right to make disclosure, confidentiality provision, provisions concerning handling of personal data, inspection of records and keeping of records provisions; the obligations of the parties under these

provisions shall continue to subsist notwithstanding the expiry or termination regardless of whether or not it is so expressly stated in these individual provisions;

- (b) in the event of termination under Clause 7, the Government shall only pay to the VMO such amount as it considers to be appropriate taking into account the non-compliance resulting in the termination. In the event of termination under Clause 8, the Vaccination Fee for Vaccinations up to the date of termination which has not been paid for shall be settled by the Government within 30 days following from the termination;
- (c) the Government shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damage (including any direct, special, indirect or consequential damage of whatsoever nature) or any cost or expense, suffered or incurred by the VMO or his Associated Organization due to the expiry or termination of this Agreement under whatsoever circumstances;
- (d) in the event of termination pursuant to Clause 7, without prejudice to the other rights and claims of the Government, the VMO and his Associated Organization shall be liable for all losses, damage, liabilities, costs and expenses incurred or sustained by the Government arising from the termination; and
- (e) the VMO and his Associated Organization shall give a proper report on the number of Vaccines which have been received from the Government and used, and the number of Vaccines remaining unused at the RCHs which they have visited.

**eHealth System (Subsidies) (alternatively referred to as “eHS(S)”)**

- 10. It is a condition precedent to any successful participation by a Registered Medical Practitioner to the COVID-19 Vaccination Programme at RCHs that the Registered Medical Practitioner subscribes to the eHealth System (Subsidies) for the COVID-19 Vaccination Programme at RCHs on the terms set out in this Agreement and in the manner specified by the Director of Health before the placing of the First Order.
- 11. Save as otherwise expressly provided for in the Agreement or specified by the Government, a VMO and his Associated Organization shall provide all

such computer hardware, software, equipment, machinery, devices and facilities and obtain all such utilities required for the use of the eHS(S) at the VMO's own costs and expenses.

12. The Government may, for the purpose of facilitating the VMO's use of eHealth System (Subsidies), provide him with a smart card reader and authentication tokens (collectively, "System Equipment"), or grant or procure the grant of a licence to the healthcare providers to use any software ("System Licence") in each case on such terms and conditions as the Government may specify from time to time.
13. A VMO and his Associated Organization acknowledges that a Scheme Equipment and a Scheme Licence may be subject to the proprietary rights of third parties. The VMO undertakes not to use the Scheme Equipment or the Scheme Licence for any purposes other than those specified in the Agreement or permitted by the Government unless with prior written consent of the Government and shall not transfer any Scheme Equipment to other parties. The VMO and his Associated Organization shall be responsible for any liabilities arising out of any actions, claims or demands in connection with the VMO's use of the Scheme Equipment or the Scheme Licence.
14. A VMO shall not make any modifications to the Scheme Equipment or the Scheme Licence.
15. A VMO shall be responsible for the safe custody of and the due return to the Government of Scheme Equipment including but not limited to authentication tokens and all copies of software covered by the Scheme Licence. If any such item is lost or damaged for any cause whatsoever while in the possession or under the control of the VMO, the VMO shall pay to the Government administrative fees, which may be revised from time to time and will be published on the website of the Centre for Health Protection ([www.chp.gov.hk](http://www.chp.gov.hk)), as compensation to the Government for the loss and damage suffered.

### **Requirements concerning the administration of the Vaccines**

16. A VMO shall ensure that he and his Health Personnel shall by doing all necessary registration and enrolment have access rights to the eHealth System (Subsidies) for (a) retrieval of relevant vaccination records of the

Vaccination recipients; and (b) recording each Vaccination performed for these Vaccination recipients at RCHs.

17. The VMO shall use the eHealth System (Subsidies) solely for the purposes of performing this Agreement. The VMO and its personnel shall not use or otherwise deal with the eHealth System (Subsidies), the System Equipment, the System Licence and any data kept therein other than for the purposes of performing this Agreement or for the existing purposes permitted under the separate RVP Agreement for the RVP to which the VMO may be a participant.
18. The VMO shall be familiar with and capable of proper performance of the operation procedures in providing the Vaccination, including but not limited to knowing the route and dosage of the vaccines, handling of the Vaccines at RCHs, dilution of the Vaccines (if applicable), administering the vaccines and inputting the Vaccination information to the eHealth System (Subsidies).
19. The VMO shall check the COVID-19 Vaccines and ensure the correct route (as specified in the Drug Insert of the relevant Vaccines) and correct dosage for Vaccination.
20. The eligibility of the Vaccination recipients shall be determined by the Government based on the announcement from time to time of the Government for the purposes of the COVID-19 Vaccination Programme at RCHs. For the time being, it is required that VMO shall administer Vaccinations to the residents of RCHs only. The Government will not pay any Vaccination Fee in respect of Vaccination provided to any ineligible Vaccination recipients due to the failure of the VMO to check eligibility.
21. For each visit to an RCH, the VMO shall check the List of non-vaccinated Residents, and written refusal form from residents/ legal guardians/ legal guardianship applicants provided by the RCH. Prior to any administration of the Vaccine on these persons on the List of Residents, the VMO shall ascertain their identity and conduct pre-vaccination assessment to ascertain that they are suitable for the administration of the Vaccine.
- 21A. The VMO shall check the eligibility of the Vaccination recipient. On top of checking that the Vaccination recipient falls within the applicable age range for the proposed dosage, and that the interval between the proposed dosage and the immediately previous dosage complies with the normal recommended interval requirements as from time to time announced by the Department of Health, the checking (including the request for necessary documentary proof to ensure eligibility) shall also ensure the proposed

Vaccination complies with the announcements from time to time made by the Department of Health in relation to any particular COVID-19 Vaccines and/or different types of Vaccination recipients including those who are (a) below 18; or (b) recovered persons; or (c) those electing to adopt a shorter dosage interval due to his immunocompromised condition or for personal reasons.

22. After having checked and satisfied with the eligibility requirement as mentioned in Clause 21A above, the VMO shall, or will ensure that his Healthcare Personnel will, explain relevant information, contraindications, precautions and the risks related to the Vaccination in accordance with the Doctors' Guide and answer any enquiries from Vaccination recipients (or in the case of a person under the age of 18 or mentally incapacitated, his parent or guardian) related to the Vaccination. The explanation includes (a) the Vaccine for the Vaccination is registered under the Pharmacy and Poisons Ordinance (Cap. 138) and/or (b) the Vaccine for the Vaccination is permitted to be used under the Government COVID-19 Vaccination Programme by the VMO and his Associated Organization and Healthcare Personnel in each case in the capacity as agent of the Government under the aforesaid Vaccination Programme.
23. Following from this explanation, the VMO shall ensure that the Vaccination recipient should have given the informed consent. In the case where the Vaccination recipient is capable of giving his or her own informed consent, the VMO shall search and retrieve the eHealth (Subsidies) Account of the Vaccination recipient and obtain the informed consent from the Vaccination recipient, in accordance with the Doctors' Guide and through the functions being made available in eHealth System (Subsidies). So that in the eHealth System (Subsidies), there is record that the Vaccination recipient has given the informed consent for the Vaccination in the manner as explained in Clause 22 above as well as for the purpose as mentioned in Clause 27.
24. If an Eligible Person is a minor or mentally incapacitated, whilst the VMO is not personally required to obtain such informed consent, the VMO shall have ensured that a duly completed consent form has been signed by his parent or legal guardian before the administration of the Vaccination ("Consent Form"). He should have also ensured that the person (whether it be the parent or legal guardian) signing the Consent Form should have provided sufficient evidence to the RCH to prove his capacity. In the case of a legal guardian, he must have produced a legal guardianship order to the RCH to prove that he has been appointed under Part IIIA or IVB in respect of whom a legal guardianship order has conferred the power to consent under section 44B(1)(d) or 59R(3)(d) of the Mental Health Ordinance, Cap 136 of the Laws

of Hong Kong (“Cap 136”). For identification purpose, a copy of the Consent Form is set out in the Annex.

25. If an Eligible Person is mentally incapacitated and is not a minor, but has no parent or legal guardian (or that the application for legal guardianship order as mentioned in Clause 24 above has not yet been approved), the VMO may consider to act in the best interest of the Eligible Person to decide whether to provide Vaccination even that there has been no informed consent or signed Consent Form. The VMO’s decision must be made in accordance with section 59ZF(3) of Cap 136 including by determining whether the treatment is necessary and is in the best interests of the mentally incapacitated person.
26. The VMO should also liaise with the RCH and ensure that a computer and a printer shall be available and ready for printing of the vaccination record as prescribed by the Government for retention by the Eligible Person after completion of the COVID-19 Vaccination.
27. The informed consent to be obtained from the Vaccination recipient (or his parent or legal guardian) shall also allow the access and use of the Vaccination recipient’s personal data in so far as such access and use are necessary for the purpose of (i) creation of eHealth (Subsidies) Account (if it has not been already created), (ii) administration and monitoring of the COVID-19 Vaccination Programme at RCHs and for the purpose of continuously monitoring of the safety and vaccination activities related to the COVID-19 Vaccination; and (iii) all those purposes as set out in the “Statement of Purpose for the collection of Personal Data” at the end of the Consent Form. For any of the aforesaid purposes as mentioned in (i) or (ii) or (iii), transfer of the Vaccination recipient’s personal data (including injection data) may be made to the Government (including the Director of Health and the Immigration Department), the Hospital Authority, the organizations collaborating with the Government for collection and research of data in the manner mentioned in Clauses 36 and 38 (including the University of Hong Kong), relevant private healthcare facilities and healthcare professionals and consultants, advisers and contractors of the Government appointed for any of the aforesaid purposes.
28. If the Vaccination recipient does not have an eHealth (Subsidies) Account with the eHealth System (Subsidies), either the VMO or the Healthcare Personnel shall input the information required in the eHealth System (Subsidies) in respect of the Vaccination recipient to create an eHealth (Subsidies) Account before obtaining the informed consent.

29. Other than ensuring that the informed consent in the manner as mentioned in the foregoing provisions has been obtained, the VMO shall provide information including the factsheet(s) of COVID-19 vaccine(s); give explanation on use, contraindication/ precautions, side effects, Vaccination schedule and other relevant information; check the vaccination history/ record, assess the suitability for Vaccination and screen for contraindications before administering the Vaccine, give the Vaccination (or arranging a Healthcare Personnel to do so), print out and issue the vaccination card from eHealth System (Subsidies) to the Vaccination recipient (as further mentioned in Clause 31). Each VMO shall observe the recipients for 15 to 30 minutes (or a specific time period according to the Drug Insert of the relevant Vaccine) after Vaccination and be equipped to provide emergency medical treatment for immediate adverse reaction such as anaphylaxis.
30. The VMO shall, or will ensure that the Healthcare Personnel will, submit the details of Vaccination administered on a Vaccination recipient including but not limited to the names, age, identity document number and category of the Vaccination recipient and brand name and lot number of the Vaccine administered to that Vaccination recipient into the account of that Vaccination recipient with the eHealth System (Subsidies). Under no circumstances whatsoever may the VMO or the Healthcare Personnel administer the Vaccination on a Vaccination recipient without inputting all of the requisite details into the Vaccination recipient's account with the eHealth System (Subsidies).
31. After the Vaccination, the VMO shall provide the Eligible Person a vaccination record to be produced from the eHealth System (Subsidies) setting out the name of the Vaccination Recipient, the date of vaccination, place of vaccination, name of the Vaccine and the Lot number, which information shall have been earlier input into the eHealth System (Subsidies) under Clause 30 above. The aforesaid information shall be printed on a format prescribed by the Government to the Vaccination recipient after each Vaccination.
32. Each of VMO and his Associated Organization undertakes not to use the Vaccines provided by the Government for any purposes other than provision of Vaccination to Vaccination recipients under this Agreement during the Vaccination Period unless with prior written approval by the Government.
33. The VMO and his Associated Organization shall ensure the clinical waste generated is properly disposed of directly into sharps box(es) after Vaccination.

34. The VMO and his Associated Organization shall ensure the number of Vaccination provided and the number of Vaccination input into the eHealth System (Subsidies) after each visit to an RCH tally with each other. Immediate investigation, rectification and if necessary, reporting to the Government Representatives shall be carried out in case of discrepancy.
35. Each VMO and his Associated Organization shall report any damaged or expired Vaccines for record purpose.
36. Each VMO 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 COVID-19 Vaccination Programme at RCHs. They shall facilitate relevant researches or information collection activities conducted by universities or other institutions as arranged by the Government. The VMO and his Associated Organization shall seek the Government's prior consent before researches or information collection activities not arranged by the Government.
37. The VMO shall answer any enquiries from the public related to logistics arrangement of the Vaccination.
38. The VMO and his Associated Organization shall cooperate and facilitate any relevant organizations collaborated with the Government (including the University of Hong Kong) to collect and provide information required for monitoring of Adverse Event Following Immunization (AEFI).

**Preparatory requirements before making the visit for the administration of the Vaccines**

39. The VMO or his Associated Organization shall obtain from an RCH which he intends to visit for the administration of Vaccines a list of residents of such RCH ("List of Residents"). Those Vaccination recipients who are mentally incapacitated or minor, the VMO shall ensure that a parent or legal guardian has signed the Consent Form on behalf of the Vaccination recipient unless in the case of mentally incapacitated without any parent or legal guardian, the VMO decides to proceed with the Vaccination in accordance with Clause 25.
40. After receiving the List of Residents from an RCH and making sure that the informed consent has been obtained from these Residents who are medically incapacitated or minor in the manner mentioned in Clause 39 above, the VMO shall confirm with the RCH proposed schedule for the administration

of two doses, or three doses, or the remaining third dose, of the COVID-19 Vaccination (as applicable).

41. After completion of the steps as mentioned in Clauses 39 and 40, and also having signed and returned the Written Confirmation as mentioned in Preamble (b), the VMO or his Associated Organization shall use the booking system designated for vaccine ordering for the COVID-19 Vaccination Programme at RCHs (“Designated Booking System”) to order the COVID-19 Vaccines. All necessary information shall be input in the Designated Booking System including the name of the VMO and the location of the RCH proposed to be visited by the VMO. A confirmation will be returned to the VMO to confirm receipt of the Booking Form. Where this is the First Order, as mentioned in Preamble (d) above, it shall be subject to the Government’s acceptance as to whether the VMO and the Associated Organization are allowed to participate in the Programme, and further review whether the condition precedent specified in Clause 10 is fulfilled.
42. Even if an order is accepted (including the First Order), the COVID-19 Vaccines to be allocated shall be determined solely by the Government and subject to availability. Confirmed orders for the COVID-19 Vaccines will be delivered by an appointed vaccine distributor to the RCH as specified by the VMO or his Associated Organization when making the booking with the Designated Booking System within 5 working days from the date of order confirmation by the Government (or such other period as the circumstances may warrant). A confirmation will be sent via email to the VMO. Upon receipt of such confirmation, the VMO must liaise with the RCH(s) on the logistics arrangement including but not limited to date and time of each proposed visit for administering Vaccination at RCH.
43. The COVID-19 Vaccine will be provided by the Government for Vaccinations under the COVID-19 Vaccination Programme at RCHs. Each VMO and his Association Organization shall only use the COVID-19 Vaccines provided by the Government when performing Vaccinations under the COVID-19 Vaccination Programme at RCHs.
44. The VMO or his Associated Organization shall liaise with RCH on clinical waste management including safe custody of and the due handover of clinical waste to any person(s) authorized by a Licensed Clinical Waste Collector after the Vaccination. The VMO or his Associated Organization shall follow all applicable statutory requirements, the RVP Doctors’ Guide, the RVP Doctors’ Guide for COVID-19 Vaccination, guidelines from the Environmental Protection Department (EPD)

<https://www.epd.gov.hk/epd/clinicalwaste/en/smallproducer.html> and/or other instructions by the Government in handling clinical waste disposal.

45. The VMO or his Associated Organization shall ensure that the VMO and other Health Personnel shall be equipped with necessary portable emergency equipment and all necessary medical consumables which shall be brought along with them when making a visit to the RCH for the administration of the Vaccines to cater for any emergency situation.

#### **Post-vaccination requirements afar making the visit for the administration of the Vaccines**

46. Any unused Vaccines may be retained at the RCH to be stored in the designated refrigerator of the RCH and shall not be taken away by the VMO. Each VMO or his Associated Organization shall be responsible for the safe custody of and the due return of equipment (if any), and medical consumables to the Government or any person(s) authorized by the Director of Health after the end of the COVID-19 Vaccination Programme at RCHs. If any such item or any Vaccine is lost or damaged for any cause whatsoever while in the possession or under the control of the VMO or his Associated Organization, the VMO or his Associated Organization shall inform the Government by written notice and pay to the Government the applicable administrative fees, which shall include the cost of Vaccine or the equipment and an administrative charge not exceeding 20% of the cost of Vaccine or the equipment.
47. It is preferred that each VMO or his Associated Organization shall submit the reimbursement claims on the SAME DAY of Vaccination and in any case not less than seven (7) days from the day of the Vaccination otherwise the claim shall be treated as a late claim. The VMO shall select the correct category of Eligible Persons in the eHealth System (Subsidies). In the case of a late claim, the Government shall have the absolute discretion to refuse payment of Vaccination Fee to the VMO or his Associated Organization for such late claim.

#### **Obligations of the Government**

48. The Government shall be responsible for the procurement of the COVID-19 Vaccines, and arrange delivery of the Vaccines to the RCHs as specified by the VMO in the Designated Booking System. The VMO shall follow the

- procedures as advised by the Government from time to time for the ordering of Vaccines including any procedures set out in the Doctors' Guide. The VMO shall accept that the number of Vaccines to be allocated to it in response to an order placed by it shall be determined solely by the Government and subject to availability.
49. No booking system for vaccination appointment will be provided by the Government. The VMO or his Associated Organization shall carry out Vaccination activities through directly liaising with the RCH for the Vaccination.
50. In addition to the System Equipment, the Government shall provide information leaflets, other promotional / educational materials, etc..
51. Payment of the Vaccination Fee shall be made by the Government crediting the Nominated Account for each valid Vaccination excluding any late claim which the Government has a right to reject payment. The Vaccination Fee per dose of COVID-19 Vaccine given to Eligible Person shall be HK\$130 per dose regardless of dose sequence. The additional booster dose of Vaccine shall only be administered to those groups of Eligible Persons as from time to time recommended by the Joint Scientific Committee and in accordance with the Doctors' Guide. An extra Vaccination Fee of HK\$50 per dose shall be paid for COVID-19 vaccination to an elderly who has reached or will reach the age of 60 years or above in the calendar year when the vaccination is administered, regardless of dose sequence
- 51A. An allowance of HK\$800 per hour and HK\$400 for every complete half hour thereafter ("Allowance") shall be payable to the VMO for dedicated one-on-one consultation consulting the Eligible Persons at an RCH or a Designated Institution serving the PIDs ("consultation") or for health talk presented by the VMO to a group of Eligible Persons and/or their family members and if they are minor or mentally incapacitated, their parents or legal guardians in such visit at an RCH or a Designated Institution serving the PIDs or another place acceptable to the DH ("health talk"). Where the consultation or health talk is less than an hour but equal to or more than half an hour, a fixed Allowance of HK\$400 will be paid for the consultation or health talk, provided that the Allowance payable to all and any VMO appointed by an RCH or a Designated Institution serving the PIDs for consultation or health talk shall be capped to such maximum number of hours over one or more visits by these one or more VMOs to the same RCH or Designated Institution as stipulated by the guidance notes issued to them by the Government from time to time.

- 51B. The payment of the Allowance is subject to the Government's subsequent approval of the claims for the Allowance, which shall be submitted by the VMO or his Associated Organization to the DH within two weeks after the visit to the RCH or the Designated Institution serving the PIDs or another approved place for the consultation or health talk. The claim has to be certified by both the VMO or his Associated Organization and the RCH or the Designated Institution serving the PIDs to which the claim relates. The VMO and his Associated Organization shall refer to and observe the relevant guidance notes issued by the Government in relation to the consultation and health talk. Payment of any approved claim of the Allowance shall be made by the Government by bank cheque to the VMO or his Associated Organization excluding any late claim which the Government has a right to reject payment.
- 51C. Vaccination sessions shall be organized at the RCH or the Designated Institution serving the PIDs after the consultation or health talk therefor if there are Eligible Persons who are deemed medically fit to receive the Vaccine and provided further that all requirements set out in the Terms and Conditions which have to be observed prior to and at the time of the Vaccination shall be complied with and observed. These requirements shall include without limitation the requirement to ensure that the informed consent as referred to in Clause 23 of the Terms and Conditions has been obtained from the Eligible Person, or if Clause 24 is applicable (viz., the Eligible Person is a minor or mentally incapacitated), from the parent or legal guardian of the Eligible Person. Such informed consent is only not required where the requirements under Clause 25 of the Terms and Conditions are satisfied and that the Vaccination recipient is mentally incapacitated and has no parent or legal guardian. For the avoidance of doubt, an absence of reply shall not be treated as an informed consent and Clause 25 of the Terms and Conditions must be satisfied before applying the Vaccination.
- 51D. Clauses 53, 54, 55, 56, 70 and 74(iii) of the Terms and Conditions shall equally apply to the Allowance *mutatis mutandis* as if references therein to "Vaccination Fee" for or in relation to any Vaccination shall mean the Allowance in relation to the consultation or health talk, where applicable.
52. 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 VMO and his Associated Organization of the sums so credited and shall be conclusive evidence of due payment of such sums payable by the Government under the Agreement.

53. The Government reserves the right not to pay the VMO and his Associated Organization any Vaccination Fee if the Vaccination recipient is not eligible for receiving the Vaccination based on the announcement of the Government of the group of Eligible Persons from time to time under the COVID-19 Vaccination Programme at RCHs.
54. The Government shall have no obligation to pay the VMO and his Associated Organization any Vaccination Fee for any Vaccination carried out under this Agreement, if any information provided by the VMO or his Associated Organization to the Government under or in relation to the COVID-19 Vaccination Programme at RCHs is at any time found to be incomplete, untrue or inaccurate or if the VMO or his Associated Organization is in breach of any provisions in the Agreement. Any Vaccination Fee which has been paid shall be refunded to the Government by the VMO and his Associated Organization.
55. The Government shall have no obligation to pay the VMO and his Associated Organization any Vaccination Fee in relation to any Vaccination if it is of the reasonable opinion that the Vaccination has not been conducted in a proper manner or in accordance with the requirements of this Agreement including any requirement in the Doctors' Guide, or VMO or his Associated Organization fails to comply with the Agreement in the provision of the Vaccination.
56. The Government shall have no obligation to pay the VMO and his Associated Organization any Vaccination Fee for any Vaccination carried out under the Agreement if it fails to comply with the directions given by the Government under Clause 62 within the time specified by the Government for such compliance and that such failure if remediable is not remedied within the period as stipulated in a warning letter given by the Government about such failure. Any Vaccination Fee which has been paid shall be refunded to the Government by the VMO and his Associated Organization.
57. Notwithstanding any provision herein, if any amount has to be refunded by the VMO and his Associated Organization under any of Clauses 53 to 56 or other applicable provision, the Government may:
- (a) deduct such amount from any sums which may be payable by the Government to the VMO and his Associated Organization; or
  - (b) direct the VMO and his Associated Organization to forthwith repay the Government the amount and the VMO and his Associated Organization

shall comply with the direction. The Government shall be entitled to withhold any sums due to the VMO and his Associated Organization until the VMO and his Associated Organization has fully repaid the aforesaid amount. If legal action is taken to recover the overpaid amount, the Government shall claim all the necessary costs incurred in relation to the legal proceeding.

58. Post-payment checking exercise may be conducted from time to time by DH for representative proportion of randomly selected cases of payment made to VMO(s) to ensure the proper disbursement of government subsidies under the COVID-19 Vaccination Programme at RCHs.

### **Inspection of the Vaccination Activities**

59. The Director of Health may perform random onsite inspection of the vaccination activities under the COVID-19 Vaccination Programme at RCHs to observe the COVID-19 Vaccination service procedures, including medical records, to ensure the quality of Vaccination provided by the VMO meets the requirements and standards set out in the Agreement and the Doctors' Guide.
60. The VMO and his Associated Organization shall provide assistance to the representatives of the Director of Health during the aforementioned inspection.
61. The VMO and his Associated Organization shall follow the instruction, verbal or written, provided by the representatives of the Director of Health.

### **Directions**

62. The VMO and his Associated Organization shall comply with all directions given by the Secretary for Health or 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 COVID-19 Vaccination Programme at RCHs. Either the Secretary for Health or the Director of Health or their respective officers have the power to give any such direction.
63. If the VMO and his Associated Organization fails to comply with any provision of the Agreement or any direction referred to in Clause 62, without prejudice to the right of the Government to issue a notice under Clause 7, the Government may by notice in writing to the VMO and his Associated Organization require it to make good or rectify the non-compliance by the

date specified and in accordance with the requirements of the notice. The VMO and his Associated Organization shall comply with such requirements.

### **Information and Keeping of Records**

64. A VMO and his Associated Organization shall keep the Government immediately informed of any changes or proposed changes to his status of VMO as a registered medical practitioner registered under the Medical Registration Ordinance (Cap. 161).
65. Without prejudice to Clause 64, a VMO and his Associated Organization shall notify the Government forthwith of its becoming aware of:
  - (a) any action taken (or proposed to be taken) or any order made (proposed to be made) to remove the VMO as a Registered Medical Practitioner from the register maintained pursuant to the Medical Registration Ordinance (Cap. 161);
  - (b) any action, disciplinary proceeding or inquiry being taken against the VMO by any person; or
  - (c) any complaints filed or claims made (whether or not any legal action is threatened) against the VMO for any act, negligence, misconduct or malpractice.
66. The VMO and his Associated Organization warrant and undertake with continuing effect that all information and documents provided by them to the Government from time to time under or in relation to the COVID-19 Vaccination Programme at RCHs are true, accurate and complete.
67. The Government, the Director of Health or any person authorized by the Director of Health (the authorized person) may by prior notice to the VMO or the Medical Organization visit any premises of the VMO and his Associated Organization at reasonable hours to inspect and obtain any information or record kept or required to be kept by the VMO and his Associated Organization under the Agreement, or to ascertain whether the provisions of the Agreement are complied with. The VMO 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 VMO 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 records and the premises at

which they are kept. The VMO and his 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 Vaccination recipient or parent or legal guardian of the Vaccination recipient to verify the information and record if necessary.

68. The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public without any further reference to or consent from the VMO and his Associated Organization the information in relation to the VMO and his Associated Organization's operation of the COVID-19 Vaccination Programme at RCHs and performance of the Agreement, including but not limited to the (a) the name, address and telephone number of the VMO and his Associated Organization; (b) total number of Vaccinations administered by the VMO and his Associated Organization from time to time; (c) the amount of Vaccination Fee per Vaccination payable to the VMO and his Associated Organization; and (d) the amount of the Allowance per hour and each subsequent hour of the consultation or health talk payable to the VMO and his Associated Organization.

### **Government Disclaimer**

69. The Government does not warrant or represent that:
- (a) the eHealth System (Subsidies), the Scheme Equipment or the Scheme License are free from any third party rights or restrictions on use;
  - (b) the eHealth System (Subsidies), the eHRSS and the System Equipment are free from defects in materials, design and workmanship;
  - (c) the use of the eHS(S), the Scheme Equipment or the Scheme Licence will meet a VMO's or his Associated Organization's data processing requirements or any other requirements; or
  - (d) the operation of the eHealth System (Subsidies), the eHRSS or the System Equipment will be uninterrupted or error free.
70. The Government shall not be liable to indemnify the VMO and his Associated Organization from any claims, actions, investigations, demands,

proceedings, brought or instituted against the VMO and his Associated Organization or any of its Health Personnel, or any liabilities, compensation, damage, loss, costs, charges and expenses which the VMO and his Associated Organization or its Health Personnel may sustain or incur in relation to the use of the eHealth System (Subsidies), the eHRSS, the Scheme Equipment or the Scheme Licence, or inability to obtain any Vaccination Fee for any Vaccinations given.

## **Confidentiality**

71. Each of the VMO and his Associated Organization undertakes and agrees to keep all information provided by the Government in relation to the COVID-19 Vaccination Programme at RCHs confidential. It shall not disclose any such information to any person without the prior written consent of the Government.
72. Each of the VMO and his Associated Organization shall –
  - (a) comply with obligations applicable to data users as defined and provided for under the Personal Data (Privacy) Ordinance (“Cap 486”);
  - (b) only use the personal data (as defined in Cap 486) (“Personal Data”) for such purposes of performing this Agreement, or as reasonably required to perform the Services or for other existing purposes authorized under the separate RVP Agreement (if any) for so long as they continue to be authorized;
  - (c) refrain from keeping or storing any Personal Data of any Vaccination Recipient other than in the eHealth System(Subsidies) and in eHRSS;
  - (d) comply with the procedures or processes notified to VMO and his Associated Organization by the Government with respect to Personal Data from time to time;
  - (e) implement and maintain all reasonable technical and organizational measures to maintain security, prevent unauthorized or unlawful access to or processing of Personal Data which is to be kept in the eHealth System (Subsidies) only and accidental loss or destruction of, or damage to, such Personal Data; and
  - (f) give the Government notice as soon as the VMO or his Associated Organization is aware of any breach of its data protection obligations under Cap 486, or the Agreement, any enforcement proceeding

against it under Cap 486, or similar proceeding under the law of its place of incorporation or any unauthorized access to, or accidental disclosure of, any Personal Data.

73. Unless the Government requires in writing otherwise, the VMO and his Associated Organization shall not allow any third party or unauthorized personnel to have access to the eHealth System (Subsidies) including the Personal Data kept therein other than –
- (a) to authorized employees of the VMO or his Associated Organization to whom the disclosure is necessary for the purposes of the Agreement, provided it is made subject to obligations of confidentiality no less onerous than those imposed upon the VMO or his Associated Organization and is consistent with any procedures specified by the Government from time to time; or
  - (b) to the extent required by any public authority or operation of law provided that the VMO and his Associated Organization shall give notice to the Government as soon as practicable after it becomes aware of that requirement.
74. The VMO and his Associated Organization shall indemnify and keep the Government fully and effectively indemnified from and against:
- (a) all and any liabilities and indebtedness (including liabilities to pay damages or compensation), losses, damage, costs, charges and expenses incurred or suffered by the Government of whatsoever nature (including all legal and expert costs, charges and expenses on a full indemnity basis); and
  - (b) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted by any person against the Government or by the Government against any person (regardless of whether or not they have been settled or compromised) (collectively, “Claims” and each a “Claim”) and everything stated in Sub-clause (a) above incurred or suffered by the Government in all and any such Claims, which in any case arise directly or indirectly from, or as a result of, or in connection with, or relate in any way to:
    - (i) any non-compliance by the VMO, his Associated Organization, or any employees, agents or sub-contractors of the VMO or his Associated Organization of any provision of the Terms and Conditions or the Doctor’s Guide; or

- (ii) the bad faith, negligence, recklessness, omission, default, act or misconduct on the part of the VMO or his Associated Organization, or any employees, agents or sub-contractors of the VMO or his Associated Organization in the provision of the Vaccination; or
  - (iii) the data or information provided by the VMO or his Associated Organization or any employees, agents or sub-contractors of the VMO or his Associated Organization in the process of requesting for payment of Vaccination Fee being incorrect or incomplete or inaccurate.
- 75. Any act, default, neglect or omission of employee, agent or any sub-contractor of the VMO and his Associated Organization shall be deemed to be the act, default, neglect or omission of the VMO and his Associated Organization as if they were its own.

#### **Others**

- 76. Each of the VMO or 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.
- 77. The Agreement is governed by and construed in accordance with the laws of Hong Kong and each of the VMO and his Associated Organization irrevocably and unconditionally submits to the exclusive jurisdiction of any of the courts of Hong Kong.
- 78. Nothing in the Agreement will fetter or prejudice the exercise by the Government of any discretion or right it has under any law.
- 79. Each of the VMO or his Associated Organization enters into the Agreement with the Government as an independent contractor only and nothing in the Agreement shall create a contract of employment, a relationship of agency or partnership, or a joint venture between the Government and the VMO and his Associated Organization. Unless otherwise expressly provided for in the Agreement, neither party is authorized to act in the name of, or on behalf of, or otherwise bind the other party.
- 80. Neither a VMO nor an Associated Organization shall represent himself as an employee, servant, agent or partner of the Government. Neither a VMO 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.

81. Neither a VMO 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.
82. The Government may at any time vary or supplement any terms or conditions of the Agreement including the Preamble and Schedule by giving prior written notices to the VMO and his Associated Organization ("Government Variation Notice"). The Doctors' Guide may be amended from time to time and the updated version will be issued by the Department of Health. No separate notice for the amendment of the Doctors' Guide will be issued in this regard.
83. The VMO and his Associated Organization shall be deemed to have accepted the variation of all terms and conditions of the Agreement as specified in the Government Variation Notice last issued by the Government under Clause 82 above as well as any changes to the Doctors' Guide as from time to time issued by the Department of Health unless the VMO and his Associated Organization have, within fourteen days after the issue date of the Government Variation Notice or the changes to the Doctors' Guide, issued a notice of termination under Clause 8 above.
84. The definitions and rules of interpretation set out in the Schedule shall apply throughout the Agreement.
85. 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.
86. It is hereby declared that no person may be treated as a third party who or which may enforce any term of this Agreement under or for the purposes of section 4 of Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

## SCHEDULE

1.1 In this Agreement, the following terms shall have the following meanings:

***“Agreement”*** has the meaning given to it Preamble (a) of this document. References to “this Agreement” or “the Agreement” refer to one and the same agreement as defined therein.

***“Associated Organization”*** means a medical organization which has signed the Written Confirmation in the manner mentioned in Preamble (b) together with its VMO and whose First Order (whether placed by it or by his VMO) has been accepted by the Government.

***“Consent Form”*** means if the Eligible Person is mentally incapacitated or minor, a form prescribed by the Director of Health to be duly completed and signed by his parent or legal guardian, to give consent on behalf of the Eligible Person to receive Vaccination under the COVID-19 Vaccination Programme at RCHs. The form is set out in the Annex to this Agreement.

***“COVID-19 Vaccines” or “Vaccines”*** means such brand of COVID-19 Vaccines to be announced by the Government from time to time for the purpose of COVID-19 Vaccination Programme at RCHs.

***“COVID-19 Vaccination” or “Vaccination”*** means a Vaccination (or one Vaccination) is one dose of COVID-19 Vaccine to be administered to an Eligible Person within the Vaccination Period. Each Eligible Person is entitled to two doses of COVID-19 Vaccination, or three doses for those groups of Eligible Persons as from time to time recommended by the Joint Scientific Committee and the Chief Executive's expert advisory panel and in accordance with the Doctors' Guide.

***“COVID-19 Vaccination Programme at RCHs”*** has the meaning given to in Preamble (a) to the Agreement.

***“Designated Booking System”*** means the booking system designated for vaccines ordering for the COVID-19 Vaccination Programme at RCHs.

***“Designated Institution serving Persons with Intellectual Disability” or “DI”*** means

(a) a school for children with intellectual disability, a school for children with physical disability, a school for children with visual impairment or a school for children with hearing impairment subvented under the Code of Aid for Special Schools or Code of Aid for Aided Schools under the Education Bureau; or

(b) a Day Activity Centre, Sheltered Workshop, Integration Vocational Rehabilitation Services Centre, Integration Vocational Training Centre, or District Support Centre

receiving subvention from the Social Welfare Department.

**“DH”** means the Director of Health.

**“Doctors’ Guide”** has the meaning given to it in Clause 1.

**“Eligible Persons”** or **“Vaccination recipients”** means such group of persons as from time to time announced by DH as being eligible for receiving Vaccinations under the COVID-19 Vaccination Programme at RCHs.

**“eHealth (Subsidies) Account”** means an account established for a Vaccination recipient in the eHealth System (Subsidies).

**“eHealth System (Subsidies)”** means the computer information system designated and provided by the Government from time to time to create eHealth (Subsidies) Account, and to support payment of the Vaccination Fee and for inputting the Vaccination information per Vaccination recipient.

**“Electronic Health Record Sharing System”** or **“eHRSS”** means the patient-oriented electronic sharing platform which enables a Registered Medical Practitioner who has joined the system to access his client’s health records (eHR) for vaccination purposes.

**“First Order”** has the meaning given to the term in Preamble (d).

**“Government”** means the Government of the Hong Kong Special Administrative Region of the People’s Republic of China.

**“Government Representative”** means:

- (a) the Director of Health;
- (b) any officer of the Government specified by the Director of Health for the purposes of the Agreement; and
- (c) any other officer authorized by the officer referred to in (b) for the purpose of the Agreement.

**“Healthcare Personnel”** or **“Health Personnel”** means (a) the VMO; or (b) where applicable any other duly qualified health personnel accompanying the VMO in a visit to an RCH.

**“Licensed Clinical Waste Collector”** means a collector with licence issued by the Environmental Protection Department to collect and dispose clinical waste under the Waste Disposal Ordinance (Cap. 354).

**“Nominated Account”** means a bank account which is maintained under the name of the VMO or his Associated Organization and is specified by them in the Authority for Payment to a Bank.

**“Registered Medical Practitioner”** means a registered medical practitioner within the meaning of the Medical Registration Ordinance (Cap. 161) who holds a valid practising certificate issued under that Ordinance.

**“Residential Care Home” or “RCH”** means a residential care home as defined and licensed under the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459), or as defined and issued with a licence or certificate of exemption under the Residential Care Homes (Persons with Disabilities) Ordinance (Cap. 613), or the residential facilities of the Skills Centre (Tuen Mun) of Vocational Training Council, or a nursing home to be licensed as a hospital under the Private Healthcare Facilities Ordinance (Cap. 633) which provides residential services for persons aged 60 or above in Hong Kong. References to RCH include institutions and day care units attached the RCH.

**“Residential Child Care Centre” or “RCCC”** means a child care centre that provides for children under the age of 6 with inadequate care from their families, as defined and registered under the Child Care Services Ordinance (Cap. 243) and regulated under the Child Care Services Regulations (Cap. 243A).

**“The Residential Care Home Vaccination Programme” or “RVP”** means the integrated programme, separate from the COVID-19 Vaccination Programme at RCHs, covering different types of vaccines and different target groups for each vaccine for the provision of vaccination fee to eligible persons falling within these target groups for receiving the vaccination covered by such Programme.

**“RVP Agreement”** means the agreement in relation to the RVP between the Government and the participant of the RVP.

**“Scheme Equipment”** means any hardware, devices or other equipment which facilitate the use of the eHS(S).

**“Scheme Licence”** means a licence to use any software for the use of the eHS(S).

**“Vaccination Fee”** means the vaccination fee payable to a VMO and his Associated Organization for COVID-19 Vaccine given to an Eligible Person in the amount of HK\$130 per dose as well as an extra amount of HK\$50 per dose for a Vaccination administered to an elderly who has reached or will reach the age of 60 years or above in the calendar year when the vaccination is administered.

**“Vaccination Period”** means a period announced by the Government for giving COVID-19 Vaccinations to Eligible Persons under the COVID-19 Vaccination Programme at RCHs.

**“Visiting Medical Officer” or “VMO”** means, a Registered Medical Practitioner who has signed and returned the Written Confirmation in the manner mentioned in Preamble (b) together with its Associated Organization and whose First Order (whether placed by him or by his Associated Organization) is accepted by the Government.

**“Written Confirmation”** has the meaning given to the term in Preamble (b).

1.2 The following rules of interpretation shall apply:

- (a) references to statutes or statutory provisions shall be construed as references to those statutes or statutory provisions as replaced, amended, modified or re-enacted from time to time; and shall include all subordinate legislation made under those statutes;
- (b) words importing the singular shall include the plural and vice versa; words importing a gender shall include all other genders; references to any person shall include any individual, firm, body corporate or unincorporate (wherever established or incorporated);
- (c) headings are inserted for ease of reference only and shall not affect the construction of the Agreement;
- (d) references to a document shall:
  - (i) include all schedules, appendices, annexures and other materials attached to such document; and
  - (ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Agreement;
- (e) references to “Government” shall include its assigns, successors-in-title and persons deriving title under them, regardless of whether or not any of these persons are mentioned separately in the relevant provisions;
- (f) references to a Clause, Sub-clause, Section or Paragraph in or a Schedule, Annex or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, annex or attachment to that document;
- (g) references to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;

- (h) any word or expression to which a specific meaning has been attached in any part of the Agreement shall bear such meaning whenever it appears in the same and other parts of the Agreement;
- (i) a time of a day shall be construed as a reference to Hong Kong time;
- (j) references to a day mean a calendar day;
- (k) references to a month or a monthly period mean a calendar month;
- (l) 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;
- (m) any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Medical Organization shall be deemed to be the act, default, neglect or omission of the Medical Organization including a Registered Medical Practitioner of the Medical Organization and his Healthcare Personnel;
- (n) words importing the whole shall be treated as including a reference to any part of the whole;
- (o) the expressions “include” and “including” shall be construed without limitation to the words following;
- (p) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in the Agreement or by reference to any other definition;
- (q) references to “writing” include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form; and
- (r) where a general obligation in the Agreement is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed.

1.3 Nothing in the Agreement shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any

power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government.

1.4 All rights and powers of the Government under the Agreement may be exercised by the Government Representative. If any provision of the Agreement provides for a determination of any matter by the Government or the Government Representative, the determination made by the Government or the Government Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive.

1.5 The Preambles and the Schedule form part of the Agreement.

1.6 Unless otherwise provided for in the Agreement, all payments shall be made in Hong Kong Dollars.

注意: 填寫這項同意書之前, 請先閱讀以下網站所載的 2019 冠狀病毒病 (新冠) 疫苗接種須知。

請列印及用黑色或藍色筆以正楷填寫同意書並在適當位置加上“✓”號 及 \* 刪去不適用者。

\*\*\*\*\*

證件號碼：\_\_\_\_\_

\*\*\*\*\*

**注意：須就接種每一劑疫苗填寫一份同意書。**

### 第三部：2019 冠狀病毒病疫苗詳情

2019 冠狀病毒病疫苗類型(請在適當位置加上“✓”號)	
<input type="checkbox"/> 新冠信使核糖核酸疫苗	<input type="checkbox"/> 新冠滅活疫苗

政府疫苗接種計劃將根據按疫苗供應情況，提供不同配方及平台的 2019 冠狀病毒病疫苗。

有關更多政府 2019 冠狀病毒病疫苗接種計劃下新冠疫苗的資訊，包括其註冊狀況，類型，配方及製造商，請瀏覽衛生防護中心網頁：

[https://www.chp.gov.hk/tc/features/106953.html#FAQ\\_A3](https://www.chp.gov.hk/tc/features/106953.html#FAQ_A3)



2019 冠狀病毒病疫苗於本港之提供及施用，乃根據以下的安排：

- (一) 疫苗是根據《藥劑業及毒藥規例》(第 138 章)註冊使用；或
- (二) 疫苗是准許在政府新冠疫苗接種計劃下使用；或
- (三) 疫苗的使用並非列在於批准的疫苗說明書上，在參考了由政府委任的專家委員會／顧問團就目前和未來可預見的疫情狀況提供之意見，和已知的疫苗有效性和安全性數據後，於政府新冠疫苗接種計劃下准許這項「標示外使用」。

### 第四部：聲明及簽署

#### 甲. 供年滿 18 歲或以上的疫苗接種者填寫

本人已閱讀及明白有關詳列於第三部的 2019 冠狀病毒病疫苗的接種須知及補充資料（如有），及有關在衛生防護中心網頁顯示政府 2019 冠狀病毒病疫苗接種計劃下提供的新冠疫苗資料，當中包括接種 2019 冠狀病毒病疫苗的禁忌症(及可能的副作用)

本人明白政府疫苗接種計劃會視乎疫苗的供應，安排疫苗的提供、施用及使用，並理解第三部列明的有關安排。負責處方、配發和施用疫苗的人員是在政府計劃下按照政府的指示而行事。

本人 ☐ 同意 ☐ 在政府疫苗接種計劃下接種第三部所述的 2019 冠狀病毒病疫苗。本人已提供第三部所選擇的 2019 冠狀病毒病疫苗類型的禁忌症的相關病歷。本人有提出問題的機會，所有問題都得到本人認為滿意的答覆。本人也完全理解本同意書和收集個人資料目的聲明中的義務和責任。

本人在下方簽署確認，本人同意 (a) 政府為本人接種在政府 2019 冠狀病毒病疫苗接種計劃下提供的 2019 冠狀病毒病疫苗（詳情載於第三部）；及 (b) 本人亦同意衛生署及與政府合作的相關機構（包括香港大學）查閱及使用由醫院管理局、相關醫療機構及醫護人員持有屬於本人的臨牀資料，以便衛生署持續監測與接種 2019 冠狀病毒病疫苗有關的安全及臨牀事件，而該等資料只可在為此目的而必須查閱及使用的情況下才能查閱及使用。

本人特此聲明，本人在此同意書中所提供的一切資料，全屬真確。

本人同意把此同意書中本人的個人資料供政府用於「收集個人資料目的聲明」所述的用途。本人備悉政府或會與我聯絡，以核實有關資料及有關接種疫苗的安排。

適用於香港特別行政區智能身份證持有者：本人同意授權醫護人員及公職人員讀取儲存在本人香港特別行政區智能身份證晶片內的個人資料[只限香港身份證號碼、中英文姓名、出生日期和香港身份證簽發日期]，以供政府作「收集個人資料目的聲明」所述的用途。

此同意書受香港特別行政區法律管限，並須按照香港特別行政區法律解釋；本人須不可撤銷地接受香港特別行政區法院的專屬司法管轄權管轄。

疫苗接種者簽署（如不會讀寫<sup>#</sup>，請印上指模）：

日期：

**乙. 如疫苗接種者未滿 18 歲 或 精神上無行為能力，只供父母 / 監護人填寫以下資料**

本人已閱讀及明白有關詳列於第三部的 2019 冠狀病毒病疫苗的接種須知及補充資料（如有），及有關在衛生防護中心網頁顯示政府 2019 冠狀病毒病疫苗接種計劃下提供的新冠疫苗資料，當中包括接種 2019 冠狀病毒病疫苗的禁忌症(及可能的副作用)

本人明白政府疫苗接種計劃會視乎疫苗的供應，安排疫苗的提供、施用及使用，並理解第三部列明的有關安排。負責處方、配發和施用疫苗的人員是在政府計劃下按照政府的指示而行事。

本人代表本人的子女／受監護者 \* ☒ 同意在政府疫苗接種計劃下接種第三部所述的 2019 冠狀病毒病疫苗。本人已提供第三部所選擇的 2019 冠狀病毒病疫苗類型的禁忌症的相關病歷。本人有提出問題的機會，所有問題都得到本人認為滿意的答覆。本人也完全理解本同意書和收集個人資料目的聲明中的義務和責任。

本人在下方簽署確認，本人同意 (a) 政府為本人的子女／受監護者 \* 接種在政府 2019 冠狀病毒病疫苗接種計劃下提供的 2019 冠狀病毒病疫苗（詳情載於第三部）；及 (b) 本人亦同意衛生署及與政府合作的相關機構（包括香港大學）查閱及使用由醫院管理局、相關醫療機構及醫護人員持有屬於本人的子女／受監護者 \* 的臨牀資料，以便衛生署持續監測與接種 2019 冠狀病毒病疫苗有關的安全及臨牀事件，而該等資料只可在為此目的而必須查閱及使用的情況下才能查閱及使用。

本人特此聲明，本人在此同意書中所提供的一切資料，全屬真確。

本人同意把此同意書中本人／本人子女／受監護者 \* 的個人資料供政府用於「收集個人資料目的聲明」所述的用途。本人備悉政府或會與我聯絡，以核實有關資料及有關接種疫苗的安排。

適用於香港特別行政區智能身份證持有者：本人同意授權醫護人員及公職人員讀取儲存在本人／本人子女／受監護者 \* 香港特別行政區智能身份證晶片內的個人資料[只限香港身份證號碼、中英文姓名、出生日期和香港身份證簽發日期]，以供政府作「收集個人資料目的聲明」所述的用途。

此同意書受香港特別行政區法律管限，並須按照香港特別行政區法律解釋；本人須不可撤銷地接受香港特別行政區法院的專屬司法管轄權管轄。

父母／監護人\*簽署： \_\_\_\_\_  
父母／ 監護人\*姓名（中文）： \_\_\_\_\_  
關係： \_\_\_\_\_  
父母／監護人\*的香港居民身份證或  
其他身份證明文件 - 證件類別，證件號碼： \_\_\_\_\_  
聯絡電話號碼： \_\_\_\_\_  
日期： \_\_\_\_\_

# 丙. 如疫苗接種者不會讀寫，見證人須填寫以下資料（如已填寫第四乙部，則無需填寫此部）  
本人見證此同意書已在本人面前向疫苗接種者讀出及解釋。疫苗接種者有提出問題的機會。

見證人簽署： \_\_\_\_\_  
見證人姓名（中文）： \_\_\_\_\_  
香港居民身份證號碼： 

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 (X) (X) (X) (X)  
(只要英文字母及首 3 個數字)  
或 其他身份證明文件： \_\_\_\_\_  
證件類別： \_\_\_\_\_  
證件號碼： \_\_\_\_\_

聯絡電話號碼： \_\_\_\_\_ 日期： \_\_\_\_\_

以下資料只由醫護人員填寫（如接種場所為社區疫苗接種中心，則無需填寫此部）	
醫健通 (資助) 交易號碼。 只可填寫一個交易號碼 (如適用)	T _____ - _____ - _____
接種日期	
負責醫生姓名	

## 收集個人資料目的聲明

提供個人資料乃屬自願性質。如果你不提供充分的資料，可能無法接種疫苗。

### 收集個人資料目的

1. 所提供的個人資料，會供政府作下列一項或多項用途：
  - (a) 與有關政府部門和組織核對接受2019冠狀病毒病疫苗的狀況；
  - (b) 通知有關政策局或政府部門及組織安排疫苗接種事宜以及接種後的跟進事宜；
  - (c) 開設、處理及管理醫健通（資助）戶口，以及執行和監察政府2019冠狀病毒病疫苗接種計劃，包括但不限於通過電子程序與入境事務處的資料核對；
  - (d) 轉交衛生署及與政府合作的相關機構（包括香港大學）作持續監測與政府2019冠狀病毒病疫苗接種計劃下接種2019冠狀病毒病疫苗有關的安全及臨牀事件；
  - (e) 作統計和研究用途；
  - (f) 預防、抵禦、阻延或以其他方式控制2019冠狀病毒病的個案或傳播，包括個案追蹤；以及
  - (g) 作法例規定、授權或准許的任何其他合法用途。

### 接受轉介人的類別

2. 你所提供的個人資料，主要是供政府內部使用，但政府亦可能於有需要時，因以上第 1 段所列收集資料的目的而向其他機構和第三者人士披露。

### 查閱個人資料

3. 根據《個人資料(私隱)條例》(香港法例第 486 章) 第 18 條和第 22 條以及附表 1 保障資料原則第 6 原則所述，你有權查閱及修正你的個人資料。衛生署應查閱資料要求而提供資料時，可能要徵收費用。

### 查詢



4. 如欲查閱或修改有關提供的個人資料，請聯絡：  
行政主任(項目管理及疫苗計劃科)

地址：九龍亞皆老街 147C 衛生防護中心二樓 A 座

電話: 2125 2045

## Consent Form for COVID-19 Vaccination Under the Government COVID-19 Vaccination Programme

Before completing the consent form, please read the Vaccination Fact Sheet carefully at the following website:

<p>(1) mRNA COVID-19 vaccine</p> <p><a href="https://www.chp.gov.hk/files/pdf/factsheet_covidvaccine_mrna_eng.pdf">https://www.chp.gov.hk/files/pdf/factsheet_covidvaccine_mrna_eng.pdf</a></p>	
<p>(2) Inactivated COVID-19 vaccine</p> <p><a href="https://www.chp.gov.hk/files/pdf/factsheet_covidvaccine_inactivated_eng.pdf">https://www.chp.gov.hk/files/pdf/factsheet_covidvaccine_inactivated_eng.pdf</a></p>	

Please print and complete the form in BLOCK letters using black or blue pen and put a “✓” in appropriate boxes and \*delete as appropriate.

\*\*\*\*\*

Part 1. Personal Details of Vaccine Recipient (as indicated on identity document)	
<p>Name: _____, _____</p> <p>(English) (surname) (given name)</p> <p>_____</p> <p>(Chinese) (surname) (given name)</p> <p>Date of Birth: ____/____/____ (DD/MM/YYYY) Gender: _____</p> <p>Contact number: _____ (mobile)</p> <p>Hong Kong Identity Card No.: _____</p> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div style="margin-left: 10px;">( )</div> </div> <p style="text-align: right;">HKIC Symbol: <input type="checkbox"/> A <input type="checkbox"/> C <input type="checkbox"/> R</p> <p><input type="checkbox"/> U</p> <p style="text-align: right;">Date of Issue: ____/____/____ (dd/mm/yyyy)</p> <p>OR Other identity document:</p> <p>Document type: _____</p> <p>Document number: _____</p>	

### Part 2: Consent to Administration of COVID-19 Vaccination

☐ I consent to (a) the administration of COVID-19 Vaccination to **me / my child / my ward** \* under the Government COVID-19 Vaccination Programme (see particulars in Part 3); and (b) the access and use by the Department of Health and the relevant organisations collaborated with the Government (including the University of Hong Kong) of **my/ my child/ my ward's** \* clinical data held by the Hospital Authority and the relevant private healthcare facilities and healthcare professionals for the purpose of continuously


monitoring of the safety and clinical events associated with COVID-19 Vaccination by the Department of Health insofar as such access and use are necessary for the purpose.

**Note: A consent form is required for each dose of vaccination.**

### **Part 3: Particulars of COVID-19 Vaccination**

<b>Type of COVID-19 vaccination</b> (Put a "✓" in the most appropriate box)	
<input type="checkbox"/> mRNA COVID-19 Vaccine	<input type="checkbox"/> Inactivated COVID-19 Vaccine

Different formulations and platforms of COVID-19 vaccine are provided under the Government Vaccination Programme subject to availability.

Detailed information on COVID-19 vaccines currently available under the Government COVID-19 Vaccination Programme, including their registration status, types of vaccines, formulations and manufacturer, is published on the Centre for Health Protection (CHP) website, at <a href="https://www.chp.gov.hk/en/features/106953.html#FAQ_A3">https://www.chp.gov.hk/en/features/106953.html#FAQ_A3</a> .	
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The COVID-19 vaccines are provided and administered in Hong Kong based on the following arrangements:

- (a) the vaccine is registered under the Pharmacy and Poisons Ordinance (Cap. 138); or
- (b) the vaccine is permitted to be used under the Government COVID-19 Vaccination Programme; or
- (c) the vaccine is used under circumstances not listed in the approved package insert of the vaccine product and this off-label use is permitted under the Government COVID-19 Vaccination Programme, having regard to the advice from panel(s) / committee(s) of experts appointed by the Government upon review of the current and anticipated epidemic situation, as well as the relevant efficacy and safety data published.

### **Part 4 Declaration and Signature**

#### **A. To be completed by vaccine recipient who is aged 18 years or above**

I have read and I understood the information in the Vaccination Fact Sheet and Supplementary Notes (if any) and information as published on CHP website in respect of the COVID-19 vaccine available under the Government COVID-19 Vaccination Programme and as particularised in Part 3, including contraindications (and possible adverse events) of COVID-19 vaccination.

I understand that the provision, administration and use of the COVID-19 vaccine will be subject to the availability under the Government COVID-19 Vaccination Programme and the arrangements listed in

Part 3 above. The person who prescribes, dispenses or is responsible for the administering of the vaccine acts in accordance with the Government's direction in the Government programme.

I ☐ agree to receive the COVID-19 vaccine under the Government COVID-19 Vaccination Programme and particularised in Part 3. I have provided the medical history with regard to the contraindications of the type of COVID-19 vaccine selected in Part 3.

I have had the opportunity to ask questions and all of my questions were answered to my satisfaction. I also fully understood my obligation and liability under this consent form and the Statement(s) of Purpose of Collection of Personal Data.

I confirm that by signing underneath, I consent to (a) the administration of COVID-19 Vaccination under the Government COVID-19 Vaccination Programme and as particularised in Part 3; and (b) the access and use by the Department of Health and the relevant organisations collaborated with the Government (including the University of Hong Kong) of my clinical data held by the Hospital Authority and the relevant private healthcare facilities and healthcare professionals for the purpose of continuously monitoring the safety and clinical events associated with COVID-19 Vaccination by the Department of Health insofar as such access and use are necessary for the purpose.

I declare the information provided in this form is correct.

I agree to provide my personal data in this form for the use by the Government for the purposes as set out in the "Statement of Purpose of Collection of Personal Data". I understand that the Government may contact me to verify the information and the arrangement of the vaccination.

For Smart Identity Card holder: I agree to authorise the Healthcare Providers / public officers to read my personal data [limited to Hong Kong Identity Card No., Name (in English and Chinese), date of birth and date of issue of Hong Kong Identity Card] saved in the chip embodied in my Smart Identity Card for the use by the Government for the purposes as set out in the "Statement of Purpose of Collection of Personal Data".

This consent form shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and I shall irrevocably submit to the exclusive jurisdiction of the Courts of Hong Kong Special Administrative Region.

Signature of vaccine recipient (or finger print if illiterate#): \_\_\_\_\_

Date: \_\_\_\_\_

**B. To be completed by parent / guardian only if vaccine recipient is aged below 18 years / mentally incapacitated**

I have read and understood the information in the Vaccination Fact Sheet and Supplementary Notes (if any) and information as published on CHP website in respect of the COVID-19 vaccine available under the Government COVID-19 Vaccination Programme and as particularised in Part 3, including contraindications (and possible adverse events) of COVID-19 vaccination.

I understand that the provision, administration and use of the COVID-19 vaccine will be subject to the availability under the Government COVID-19 Vaccination Programme and the arrangements listed in Part 3 above. The person who prescribes, dispenses or is responsible for the administering of the vaccine acts in accordance with the Government's direction in the Government programme.

I ☐ agree on behalf of my child / ward\* to receive the COVID-19 vaccine and as particularised in Part 3. I have provided the medical history of my child / ward with regard to the contraindications of the type of COVID-19 vaccine selected in Part 3. I have had the opportunity to ask questions and all of my questions were answered to my satisfaction. I also fully understood my obligation and liability under this consent form and the Statement(s) of Purpose of Collection of Personal Data.

I confirm that by signing underneath, I consent to (a) the administration of COVID-19 Vaccination to my child / my ward \* under the Government COVID-19 Vaccination Programme and as particularized in Part 3 and (b) the access and use by the Department of Health and the relevant organisations collaborated with the Government (including the University of Hong Kong) of my child / my ward's \* clinical data held by the Hospital Authority and the relevant private healthcare facilities and healthcare professionals for the purpose of continuously monitoring of the safety and clinical events associated with COVID-19 Vaccination by the Department of Health insofar as such access and use are necessary for the purpose.

I declare the information provided in this form is correct.

I agree to provide my/ my child / my ward's\* personal data in this form for the use by the Government for the purposes as set out in the "Statement of Purpose of Collection of Personal Data". I understand that the Government may contact me to verify the information and the arrangement of the vaccination.

For Smart Identity Card holder: I agree to authorise the Healthcare Providers / public officers to read my/ my child / my ward's\* personal data [limited to Hong Kong Identity Card No., Name (in English and Chinese), date of birth and date of issue of Hong Kong Identity Card] saved in the chip embodied in my/ my child / my ward's\* Smart Identity Card for the use by the Government for the purposes as set out in the "Statement of Purpose of Collection of Personal Data".

This consent form shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and I shall irrevocably submit to the exclusive jurisdiction of the Courts of Hong Kong Special Administrative Region.

Signature of Parent / Guardian\*: \_\_\_\_\_

Name of Parent / Guardian\* (in English): \_\_\_\_\_

Relationship: \_\_\_\_\_

HKID/ Other Identity Document  
- Document Type and Document No. of Parent/ Guardian\*: \_\_\_\_\_

Contact Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_

# C. **Witness should complete the following if the vaccine recipient is illiterate**

(Omit this Part if Part 4(B) has been completed.)

This document has been read and explained to the vaccine recipient in my presence. The vaccine recipient has been given an opportunity to ask questions.

Signature of Witness: \_\_\_\_\_

Name of Witness (in English): \_\_\_\_\_

Hong Kong Identity Card No.: 

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			X	X	X
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 (X)  
(only the alphabet and the first three digits are required)

OR Other Identity Document

Document type: \_\_\_\_\_

Document number: \_\_\_\_\_

Contact Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

**To be completed by Healthcare Provider** (Not required for Community Vaccination Centre)

eHS(S) Transaction No.

**ONE TRANSACTION  
NUMBER ONLY**

(if applicable)

T \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Date of Vaccination

Name of Doctor

## **Statement of Purpose of Collection of Personal Data**

The provision of personal data is voluntary. If you do not provide sufficient information, you may not be able to receive vaccination.

### **Purpose of Collection**

1. The personal data provided will be used by the Government for one or more of the following purposes:
  - (a) checking with relevant government departments and organisations on the status of receiving COVID-19 vaccine;
  - (b) informing relevant government bureaux or departments and organisations for arranging vaccination and follow up after the vaccination;
  - (c) for creation, processing and maintenance of an eHealth (Subsidies) account, and the administration and monitoring of the Government COVID-19 vaccination Programme, including but not limited to a verification procedure by electronic means with the data kept by the Immigration Department;
  - (d) transferring to the Department of Health and relevant organisations collaborated with the Government (including the University of Hong Kong) for continuous monitoring of the safety and clinical events associated with COVID-19 Vaccination under the Government COVID-19 Vaccination Programme;
  - (e) for statistical and research purposes;
  - (f) preventing, protecting against, delaying or otherwise controlling the incidence or transmission of the COVID-19 disease, including contact tracing; and
  - (g) any other legitimate purposes as may be required, authorised or permitted by law.

### **Classes of Transferees**

2. The personal data you provided will be transferred to the Government and may also be disclosed by the Government to its agents, other organisations, and third parties for the purposes stated in paragraph 1 above, if required.

### **Access to Personal Data**

3. You have the right to request access to and correction of your personal data under sections 18 and 22 and principle 6, schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486). The Department of Health may impose a fee for complying with a data access request.

### **Enquiries**

4. Enquiries concerning the personal data provided, including the request for access and correction, should be addressed to:

Executive Officer (Programme Management and Vaccination Division)

Address: Centre for Health Protection, Block A, 2/F, 147C Argyle Street, Kowloon

Telephone No.: 2125 2045