

**VACCINATION SUBSIDY SCHEME (VSS)**

**TERMS AND CONDITIONS  
of the COVID-19 VACCINATION PROGRAMME AT CLINICS**

**Preamble**

- (a) This document titled “Terms and Conditions of the COVID-19 Vaccination Programme at Clinics” (“Agreement”) should be read on a stand-alone basis from other documents of the Vaccination Subsidy Scheme.
- (b) This Agreement shall be deemed to have been constituted between an EHCP and his Associated Organization and the Government in relation to the provision of COVID-19 Vaccination to Eligible Persons when the EHCP and his Associated Organization shall have completed and signed the written agreement form provided by the Department of Health and return the same to the Programme Management and Vaccination Division (“PMVD”) on or before the deadline specified therein to indicate that the EHCP and his Associated Organization (if any)’s agreement to provide COVID-19 Vaccinations to Eligible Persons on and subject to the terms of this Agreement (“Written Agreement”).
- (c) Each EHCP 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 this Agreement. This programme for participation by the EHCP and his Associated Organization for the provision of COVID-19 Vaccinations at their Clinics is to be known as “COVID-19 Vaccination Programme at Clinics”.
- (d) References to EHCP shall include his Associated Organization regardless of the relationship between EHCP and that Associated Organization for so long as both of them have signed the Written Agreement. All obligations of the EHCP shall be performed and observed by the EHCP and Associated Organization on a joint and several basis.
- (e) This Preamble and the Schedule form of part the Agreement and are equally binding on the EHCP and his Associated Organization.

## Operative Part

1. In consideration of the Government agreeing to pay the Subsidy in respect of Vaccinations under the COVID-19 Vaccination Programme at Clinics within the Vaccination Period, the EHCP and his Associated Organization jointly and severally undertake and agree to observe all provisions set out in this Agreement, and the Vaccination Subsidy Scheme (VSS) Doctors' Guide for the COVID-19 Vaccination Programme at Clinics under VSS ("Doctors' Guide for COVID-19 Vaccinations" or "Doctors' Guide")) in the version as published from time to time on the website further mentioned in Clause 4.
2. Unlike in the case of the seasonal influenza vaccination and pneumococcal vaccination under VSS, the EHCP 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 booking fee or fee for cancellation of booking.
3. The name of the EHCP, the name and address of the clinic and the telephone number in Chinese and English as provided in the Written Agreement shall be displayed at the website (<https://www.chp.gov.hk/en/features/106934.html>) for search by the general public.
4. The VSS Doctors' Guide for COVID-19 Vaccination is published at the website (<https://www.chp.gov.hk/en/features/106934.html>) and may be updated from time to time. EHCP and his Associated Organization (if any) are required to follow the VSS Doctors' Guide for COVID-19 Vaccination at Clinics under VSS.
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 the Agreement.
6. The Government shall not be liable to indemnify the EHCP or his Associated Organization from and against any claims, actions, investigations, demands, proceedings, brought or instituted against the EHCP or his Associated Organization or any losses, damage, expenses and liabilities incurred or sustained by the EHCP 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 ECHP and his Associated Organization by immediate written notice if the Government is of the reasonable opinion that ECHP 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 this 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 54.
8. Either the Government or the ECHP 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 expiry of the Engagement Period, or 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 ECHP and his Associated Organization arising from antecedent breaches of the Agreement by the ECHP 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 handing 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 EHCP 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 Subsidy 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 ECHP 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 EHCP 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 EHCP and his Associated Organization shall return all unused Vaccines to the Government on a date to be agreed with the delivery logistics to be agreed and 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.

## **Obligations of the EHCP and his Associated Organization**

10. An EHCP 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 medical records of the Vaccination recipients; and (b) recording each Vaccination performed for these Vaccination recipients at the Clinic(s).
11. The EHCP shall enquire whether the Vaccination Recipient would like to join the Electronic Record Sharing System (eHRSS) and uploading the COVID-19 vaccination record, if yes, the EHCP shall click the relevant checkbox in the eHealth System (Subsidies).
12. The Government may, for the purpose of facilitating the EHCP's use of eHealth System (Subsidies), if and to the extent he has not already been provided with the same under the Vaccination Subsidy Scheme, 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. The EHCP shall use the eHealth System (Subsidies) solely for the purposes mentioned in Clause 10. The EHCP 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 specified in Clause 10 or for the existing purposes permitted under the VSS Agreement for the VSS to which the EHCP is a participant.
14. It is a mandatory requirement for the EHCP to use the smart card reader for reading of the Eligible Person's Hong Kong Identity Card face data and for the purpose of seeking the informed consent in the manner mentioned in Clause 20 below. A printer shall also have to be provided by EHCP for printing of the vaccination record as prescribed by the Government for retention by the Eligible Person after completion of the COVID-19 Vaccination.
15. The Clinic(s) of the EHCP or his Associated Organization which will provide COVID-19 shall each have a Purpose-built vaccine refrigerator for the purpose of keeping the COVID-19 Vaccines under the cold chain management at the optimal temperature.
16. The EHCP 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, collecting and handling of the Vaccines at the Clinics, dilution of the Vaccines (if applicable), administering

- the vaccines and inputting the Vaccination information to the eHealth System (Subsidies).
17. The EHCP 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.
  18. The EHCP 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. The Government will not pay any Subsidy in respect of Vaccination provided to any ineligible Vaccination recipients due to the failure of the EHCP to check eligibility.
  19. After having checked and satisfied with the eligibility requirement as mentioned above, the EHCP 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, 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); or (b) the Vaccine for the Vaccination is permitted to be used under the Government COVID-19 Vaccination Programme; and (c) in the case of administration of SinoVac on an Eligible Minor (if applicable), that the Vaccination is an Off-Label Vaccination.
  20. After the explanation as mentioned in Clause 19, the EHCP shall, or will ensure that his Healthcare Personnel will, search and retrieve the eHealth (Subsidies) Account of the Vaccination recipient and obtain the informed consent from the Vaccination recipient (or his parent or guardian if Vaccination recipient is not legally capable of doing so), 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 19 above as well as for the purposes as mentioned in Clause 21 below. This is except for the consent to be given by the parent or guardian of a person under the age of 18 or mentally incapacitated person. In such cases, the

- physically signed consent should be obtained from such parent or guardian using the form as prescribed in the Doctors' Guide.
21. The informed consent as mentioned in Clause 20 above shall also cover (a) the use of the Subsidy to be provided under the COVID-19 Vaccination Programme at Clinics under VSS for receiving the COVID-19 Vaccination; and (b) 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 Clinics and for the purpose of continuously monitoring of the safety and clinical events 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 written consent form set out in the Appendix. For any of the aforesaid purposes as mentioned in (c)(i) or (c)(ii) or (c)(iii), transfer of the Vaccination recipient's personal data (including clinical 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 31 and 33 (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.
  22. If the Vaccination recipient does not have an eHealth (Subsidies) Account with the eHealth System (Subsidies), either the EHCP 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.
  23. Should the Vaccination recipient be (a) under the age of 18, or (b) mentally incapacitated, or (c) holding an identity document other than the Hong Kong Identity Card; or (d) his Hong Kong Identity Card face data could not be read by the smart card reader, a written consent form with the personal data and the signature of the recipient (in the case of (c) or (d)), or the signature of his parent or guardian (in the case of (a) or (b)) shall be obtained in the form prescribed by DH as attached to this Agreement at the Appendix.
  24. Other than obtaining the informed consented in the manner as mentioned in the foregoing provisions, each EHCP 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 26). Each EHCP 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.
25. The EHCP 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 account of that Vaccination recipient with the eHealth System (Subsidies). Under no circumstances whatsoever may the EHCP 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).
  26. After the Vaccination, the EHCP 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, the name of the EHCP, 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 25 above. The aforesaid information shall be printed on a format prescribed by the Government to the Vaccination recipient after each Vaccination.
  27. Each of EHCP 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.
  28. The EHCP and his Associated Organization shall ensure the clinical waste is properly deposited into sharps box(es) after Vaccination.
  29. The EHCP and his Associated Organization shall ensure the number of Vaccination provided and the number of Vaccination input into the eHealth System (Subsidies) at the end of the day tally with each other. Immediate investigation, rectification and if necessary, reporting to the Government Representatives shall be carried out in case of discrepancy.
  30. Each EHCP and his Associated Organization shall report any damaged Vaccines for record purpose.



31. Each 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 COVID-19 Vaccination Programme at Clinics. They shall facilitate relevant researches or information collection activities conducted by universities or other institutions as arranged by the Government. The EHCP and his Associated Organization shall seek the Government's prior consent before researches or information collection activities not arranged by the Government.
32. The EHCP shall answer any enquiries from the public related to logistics arrangement of the Vaccination.
33. The EHCP 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).
34. Each EHCP or his Associated Organization shall use the designated Booking System for ordering the COVID-19 Vaccines. A confirmation will be returned to the EHCP or his Associated Organization to confirm receipt of the Booking Form.
35. 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 Clinic within 5 working days from the date of order confirmation by the Government.
36. The COVID-19 Vaccine will be provided by the Government for Vaccinations under the COVID-19 Vaccination Programme at Clinics. Each EHCP 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 Clinics.
37. Each EHCP or his Associated Organization shall be responsible for the safe custody of and the due return of equipment (if any) and unused Vaccines to the Government or any person(s) authorized by the Director of Health after the Vaccination. If any such item is lost or damaged for any cause whatsoever while in the possession or under the control of the EHCP or his Associated Organization, the EHCP 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.

38. Each EHCP or his Associated Organization shall be responsible for the safe custody of and the due handover of clinical waste to any person(s) authorized by a Licensed Clinical Waste Collector after the Vaccination. Each EHCP or his Associated Organization shall follow the VSS Doctors' Guide, the VSS 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.
39. It is preferred that each EHCP 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 EHCP 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 Subsidy to the EHCP or his Associated Organization for such late claim.

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

40. The Government shall be responsible for the procurement of the COVID-19 Vaccines, and arrange delivery of the Vaccines to the EHCP at the Clinic(s) as specified in the Booking System. The EHCP 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 EHCP 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.
41. No booking system for client appointment will be provided by the Government. The Vaccination recipient shall book the appointment directly with the Clinic for the receiving the Vaccination.
42. In addition to the System Equipment, the Government shall provide the following equipment and supplies:
- (a) Information leaflets, other promotional / educational materials, , etc.;
  - (b) Adrenaline and the related syringe.
43. Payment of the Subsidy (other than the Time-limited Enhanced Subsidy) shall be made by the Government, on a monthly basis, within 30 days after the end of each month by crediting the Nominated Account for each valid Vaccination excluding any late claim which the Government has a right to reject payment. The Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be as set out in Clauses 43.1 and 43.2 below. Time-limited Enhanced Subsidy shall be made by the Government on or before 30 December 2022 in one lump

sum by crediting the Nominated Account for all valid Vaccinations covered by such Subsidy.

- 43.1 HK\$100 per dose Sinovac vaccine if the Eligible Person still has not reached or will not reach the age of 60 years in the calendar year when the Vaccination is administered, except that the Subsidy per dose for Sinovac vaccine if the Eligible Person is aged from 6 months to under 12 years at the time of Vaccination shall be HK\$180; and
- 43.2 HK\$180 per dose Sinovac vaccine if the Eligible Person has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered (“Elderly”) except that the Subsidy per dose for the first dose of vaccination shall be HK\$300 if (a) the Eligible Person has reached or will reach the age of 70 years or above in the calendar year when the vaccination is administered; and (b) the vaccination is given during the period from 23 August 2022 to 28 February 2023 (both dates inclusive) (“Time-limited Enhanced Subsidy”).
44. 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 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.
45. The Government reserves the right not to pay the EHCP and his Associated Organization any Subsidy 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 Clinics.
46. The Government shall have no obligation to pay the EHCP and his Associated Organization any Subsidy for any Vaccination carried out under this Agreement, if any information provided by the EHCP or his Associated Organization to the Government under or in relation to the COVID-19 Vaccination Programme at Clinics 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. Any Subsidy which has been paid shall be refunded to the Government by the EHCP and his Associated Organization.

47. The Government shall have no obligation to pay the EHCP and his Associated Organization any Subsidy 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 EHCP or his Associated Organization fails to comply with this Agreement in the provision of the Vaccination.
48. The Government shall have no obligation to pay the EHCP and his Associated Organization any Subsidy for any Vaccination carried out under this Agreement if it fails to comply with the directions given by the Government under Clause 54 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 Subsidy which has been paid shall be refunded to the Government by the EHCP and his Associated Organization.
49. Notwithstanding any provision herein, if any amount has to be refunded by the EHCP and his Associated Organization under any of Clauses 45 to 48 or other applicable provision, the Government may:
  - (a) deduct such amount from any sums which may be payable by the Government to the EHCP and his Associated Organization ; or
  - (b) direct the EHCP and his Associated Organization to forthwith repay the Government the amount and the EHCP and his Associated Organization shall comply with the direction. The Government shall be entitled to withhold any sums due to the EHCP and his Associated Organization until the EHCP 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.

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

50. The Director of Health may perform random onsite inspection at the Clinic(s) to observe the COVID-19 Vaccination service procedures, including medical records, to ensure the quality of Vaccination provided by the EHCP meets the requirements and standards set out in the Agreement and the Doctors' Guide.
51. The EHCP and his Associated Organization shall provide assistance to the representatives of the Director of Health during the aforementioned inspection.
52. The EHCP and his Associated Organization shall follow the instruction, verbal or written, provided by the representatives of the Director of Health.

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

### **Directions**

54. The EHCP 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. Either the Secretary for Health or the Director of Health or their respective officers have the power to give any such direction.
55. If the EHCP and his Associated Organization fails to comply with any provision of the Agreement or any direction referred to in Clause 54, without prejudice to the right of the Government to issue a notice under Clause 7, the Government may by notice in writing to the EHCP 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 notice. The EHCP and his Associated Organization shall comply with such requirements.

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

56. The the EHCP and his Associated Organization shall keep the Government immediately informed of any changes or proposed changes to the status of EHCP as a registered medical practitioner registered under the Medical Registration Ordinance (Cap. 161).
57. Without prejudice to Clause 56, the EHCP 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 EHCP 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 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.

58. The EHCP and his Associated Organization warrants and undertakes 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 Clinics are true, accurate and complete.
59. An EHCP and his Associated Organization shall keep in their practice clinic(s) for a period of not less than 7 years proper and full record in relation to the all types of Vaccinations provided (including without limitation the history, precautions and adverse effects), information about the vaccine used (including without limitation the name of the manufacturing company, lot number, date of use), and all original hard copies of written consent form duly completed and signed by Eligible Person or the parent or the guardian of Eligible Person.
60. The Government, the Director of Health or any person authorized by the Director of Health (the authorized person) may by prior notice to the EHCP or the Medical Organization visit the Clinics or other premises of the EHCP and his Associated Organization at reasonable hours to inspect and obtain any information or record kept or required to be kept by the EHCP and his 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 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 guardian of the Vaccination recipient to verify the information and record if necessary.
61. 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 EHCP and his Associated Organization the information in relation to the EHCP and his Associated Organization's operation of the COVID-19 Vaccination Programme at Clinics and performance of the Agreement, including but not limited to the (a) the name and address of the EHCP and his Associated Organization and the Clinic(s); (b) total number of Vaccinations administered by the EHCP and his Associated Organization from time to time; and (c) the amount of Subsidy per Vaccination payable to the EHCP and his Associated Organization.

## **Government Disclaimer**

62. The Government does not warrant or represent that:
- (a) the eHealth System (Subsidies), the eHRSS and the System Equipment are free from defects in materials, design and workmanship;
  - (b) the operation of the eHealth System (Subsidies), the eHRSS or the System Equipment will be uninterrupted or error free.
63. The Government shall not be liable to indemnify the EHCP and his Associated Organization from any claims, actions, investigations, demands, proceedings, brought or instituted against the EHCP and his Associated Organization or any of its Health Personnel, or any liabilities, compensation, damage, loss, costs, charges and expenses which the EHCP 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 Subsidy for any Vaccinations given.

## **Confidentiality**

64. Each of the EHCP and his Associated Organization undertakes and agrees to keep all information provided by the Government in relation to the COVID-19 Vaccination Programme confidential. It shall not disclose any such information to any person without the prior written consent of the Government.
65. Each of the EHCP 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 as specified in Clause 21, or as reasonably required to perform the Services or for other existing purposes authorized under the VSS Agreement 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 EHCP 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 EHCP or his Associated Organization is aware of any breach of its data protection obligations under Cap 486, or this Agreement, any enforcement proceeding against it under Cap 486, or similar proceeding under the law of its place of incorporation or any unauthorised access to, or accidental disclosure of, any Personal Data.

66. Unless the Government requires in writing otherwise, the EHCP and his Associated Organization shall not allow any third party or unauthorized personnel to have access to the eHealth System (Subsidiaries) including the Personal Data kept therein other than –

- (a) to authorized employees of the EHCP or his Associated Organization to whom the disclosure is necessary for the purposes of this Agreement, provided it is made subject to obligations of confidentiality no less onerous than those imposed upon the EHCP 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 EHCP and his Associated Organization shall give notice to the Government as soon as practicable after it becomes aware of that requirement.

67. Each EHCP 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 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 the Doctors' Guide; or
  - (ii) the bad faith, negligence, recklessness, omission, default, act or misconduct on the part of the EHCP and his Associated Organization, or any employees, agents or sub-contractors of the EHCP and his Associated Organization in the provision of the Vaccination; 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 being incorrect or incomplete or inaccurate.
68. Any act, default, neglect or omission of employee, agent or any sub-contractor of the EHCP and his Associated Organization shall be deemed to be the act, default, neglect or omission of the EHCP and his Associated Organization as if they were its own.

#### **Others**

69. Each of the EHCP 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.
70. 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.
71. Nothing in the Agreement will fetter or prejudice the exercise by the Government of any discretion or right it has under any law.
72. Each of the EHCP 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 EHCP 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.
73. The EHCP and his Associated Organization shall not, 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.
74. 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 EHCP 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.
  75. The EHCP 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 74 above as well as any changes to the Doctors' Guide as from time to time issued by the Department of Health unless the EHCP and his Associated Organization has, 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.
  76. The definitions and rules of interpretation set out in the Schedule shall apply throughout the Agreement.
  77. 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.
  78. 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) to this Agreement.

**"Associated Organization"** means a Medical Organization whose application to enrol to the COVID-19 Vaccination Programme at Clinics is accepted through the signing and returning of the Written Agreement in the manner mentioned in Preamble (b).

**"Clinic(s)"** means one or more clinic(s) as specified in the Written Agreement at which the Vaccination shall be performed.

**“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 Clinics.

**“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.

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

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

**“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 Clinics.

**“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 Subsidy 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.

**“Enrolled Health Care Provider” or “EHCP”** means a Registered Medical Practitioner whose application to enrol to the COVID-19 Vaccination Programme at Clinics is accepted through the signing and returning of the Written Agreement in the manner mentioned in Preamble (b).

**“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 EHCP; (b) another Registered Medical Practitioner practising at the Clinic(s); or (c) where applicable a Vaccinator employed at the Clinic(s).

**“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).

**“Medical Organization”** means an organization operates each of the Clinic(s) and that the EHCP is nominated as the Medical-In-Charge of such Clinic(s)(regardless of whether the EHCP is also the sole proprietor, partner, shareholder or director of the organization).

**“Nominated Account”** means a bank account which is maintained under the name of the EHCP or his Associated Organization and is specified by them in the Authority for Payment to a Bank in the Written Agreement (if not already done so under the VSS Agreement).

**“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 and is already enrolled to the Primary Care Directory at the time the Written Agreement is signed and return to DH.

**“Subsidy”** means the Subsidy per dose of COVID-19 Vaccine given to Eligible Person which shall be as stated in Clause 43.1.

**“Vaccination Period”** means

A period announced by the Government for giving COVID-19 Vaccinations to Eligible Persons under the COVID-19 Vaccination Programme at Clinics. After the end of this period, another Written Agreement for a new Vaccination Period shall be required before the EHCP and his Associated Organization may continue to be party to this Agreement.

**“Vaccinator”** means a registered nurse, enrolled nurse, trained personnel under the VSS guide supervision or other qualified registered healthcare professionals to provide COVID-19 vaccination at clinic setting.

**“the Vaccination Subsidy Scheme”** or **“VSS”** means the integrated scheme, separate from the COVID-19 Vaccination Scheme at Clinics, covering different types of vaccines and different target groups for each such vaccine for the provision of subsidy to eligible persons falling within these target groups for receiving the vaccination covered by such Scheme.

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

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, Appendix or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, appendix 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 the 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 Preamble 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.

**Government Variation Notices of the COVID-19  
Vaccination Programme at Clinic (“Terms and Conditions”)**

In accordance with Clause 75 of the Agreement, the EHCP 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 Notices unless the EHCP and his Associated Organization have, within fourteen days after the issue date of a Government Variation Notice, issued a notice of termination under Clause 8 of the Agreement.

The Government Variation Notices issued are appended below:

| <b>No.</b> | <b>Government Variation Notice</b> | <b>Issue date</b> |
|------------|------------------------------------|-------------------|
| 1.         | Government Variation Notice No 1   | 17 July 2021      |
| 2.         | Government Variation Notice No 2   | 3 December 2021   |
| 3.         | Government Variation Notice No 3   | 19 August 2022    |
| 4.         | Government Variation Notice No 4   | 24 November 2022  |
| 5.         | Government Variation Notice No 5   | 22 December 2023  |



**Government Variation Notice No 1 of the COVID-19  
Vaccination Programme at Clinic (“Terms and Conditions”)**

**17 July 2021**

I refer to the captioned Terms and Conditions for Covid-19 Vaccination Programme at Clinics which you have signed and returned the Written Agreement as mentioned in Preamble (b) of the Terms and Conditions. Capitalised terms appearing herein have the meanings given to them in the Terms and Conditions (alternatively known as the Agreement).

2. The Government hereby announces that with effect from 16 July 2021, the Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be revised through the amendments of the following terms of the Agreement with effect from 16 July 2021 by virtue of this Government Variation Notice No 1 to be issued pursuant to Clause 73 of the Agreement.

3. Clause 43 of the Agreement shall be deleted and replaced by the following:

43. Payment of the Subsidy 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 Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall either be as set out in Clause 43.1 (subject to the Remaining 2nd Dose Proviso) or in Clause 43.2 below:

43.1. HK\$100 per dose (regardless of whether it is the first or second dose) if (a) the Eligible Person still has not reached or will not reach the age of 60 years in the calendar year when the Vaccination is administered; and (b) the Vaccination is provided on or after 16 July 2021; Provided that if the Eligible Person is not an Elderly as defined in Clause 43.2 below and has already received the first dose of COVID-19 Vaccination before 16 July 2021 and return to the same EHCP and his Clinic as listed in the Written Agreement for the second dose of COVID-19 Vaccination on or after 16 July 2021, the subsidy for the second dose shall be HK\$80 + HK\$40 per dose but not the amount specified above (“Remaining 2nd Dose Proviso”); and

43.2. HK\$150 per dose (regardless of whether it is the first or second dose) if (a) the Eligible Person who has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered (“Elderly”); and (b) the Vaccination is provided on or after 16 July 2021. For the avoidance of doubt, the Remaining 2nd Dose Proviso does not apply to this Clause 43.2.

4. The definition “Subsidy” in Clause 1.1 of the Schedule shall be replaced by the follows:

“Subsidy” means the Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be as stated in Clause 43.1 (but subject to the Remaining 2<sup>nd</sup> Dose Proviso) or Clause 43.2, whichever is applicable.

5. This Government Variation Notice No 1 shall form part of the Agreement with effect from 16 July 2021.

6. In accordance with Clause 74 of the Agreement, the EHCP and his Associated Organization shall be deemed to have accepted the variation of all terms and conditions of the Agreement as specified in this Government Variation Notice No 1 unless the EHCP and his Associated Organization have, within fourteen days after the issue date of this Government Variation Notice No 1, issued a notice of termination under Clause 8 of the Agreement.

**Government Variation Notice No. 2 of the COVID-19 Vaccination Programme at Clinics (“Terms and Conditions”)**

**3 December 2021**

I refer to the captioned Terms and Conditions for COVID-19 Vaccination Programme at Clinics which you have signed and returned the Written Agreement as mentioned in Preamble (b) of the Terms and Conditions. Capitalised terms appearing herein have the meanings given to them in the Terms and Conditions (alternatively known as the Agreement).

2. The Government hereby announces that with effect from 2 December 2021, the following terms of the Agreement shall be revised by virtue of this Government Variation Notice No. 2 to be issued pursuant to Clause 73 of the Agreement (Clause 74 after variation).

3. Clause 23 of the Agreement shall be deleted and replaced by the following:

23. Should the Vaccination recipient be (a) under the age of 18, or (b) mentally incapacitated, or (c) holding an identity document other than the Hong Kong Identity Card; or (d) his Hong Kong Identity Card face data could not be read by the smart card reader, a written consent form with the personal data and the signature of the recipient (in the case of (c) or (d)), or the signature of his parent or guardian (in the case of (a) or (b)) shall be obtained in the form prescribed by DH as attached to this Agreement at the Appendix.

4. Clause 43 of the Agreement shall be deleted and replaced by the following:

43. Payment of the Subsidy 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 Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be as set out in Clause 43.1 below:

5. Clause 43.1 of the Agreement shall be deleted and replaced by the following:

43.1 HK\$100 per dose (regardless of dose sequence) if the Eligible Person still has not reached or will not reach the age of 60 years in the calendar year when the Vaccination is administered. HK\$150 per dose (regardless of dose sequence) if the Eligible Person who has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered (“Elderly”).

6. Clause 43.2 of the Agreement shall be deleted.

7. The following term is inserted into the Agreement as Clause 59:

59. An EHCP and his Associated Organization shall keep in their practice clinic(s) for a period of not less than 7 years proper and full record in relation to the all types of Vaccinations provided (including without limitation the history, precautions and adverse effects), information about the vaccine used (including without limitation the name of the manufacturing company, lot number, date of use), and all original hard copies of written consent form duly completed and signed by Eligible Person or the parent or the guardian of Eligible Person.

8. The definition “Subsidy” in Clause 1.1 of the Schedule shall be replaced by the follows:

“Subsidy” means the Subsidy per dose of COVID-19 Vaccine given to Eligible Person which shall be as stated in Clause 43.1.

9. This Government Variation Notice No. 2 shall form part of the Agreement with effect from 2 December 2021.

10. In accordance with Clause 74 of the Agreement (Clause 75 after variation), the EHCP and his Associated Organization shall be deemed to have accepted the variation of all terms and conditions of the Agreement as specified in this Government Variation Notice No. 2 unless the EHCP and his Associated Organization have, within fourteen days after the issue date of this Government Variation Notice No. 2, issued a notice of termination under Clause 8 of the Agreement.

**Government Variation Notice No. 3 of the COVID-19  
Vaccination Programme at Clinics (“Terms and Conditions”)**

**19 August 2022**

I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics to which you have enrolled. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Terms and Conditions.

2. With effect from 23 August 2022, clauses 43 and 43.1 shall be revised and a new clause 43.2 to be added as follows:--

43 Payment of the Subsidy (other than the Time-limited Enhanced Subsidy) shall be made by the Government, on a monthly basis, within 30 days after the end of each month by crediting the Nominated Account for each valid Vaccination excluding any late claim which the Government has a right to reject payment. The Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be as set out in Clauses 43.1 and 43.2 below. Time-limited Enhanced Subsidy shall be made by the Government on or before 30 December 2022 in one lump sum by crediting the Nominated Account for all valid Vaccinations covered by such Subsidy.

43.1 HK\$100 per dose Sinovac vaccine if the Eligible Person still has not reached or will not reach the age of 60 years in the calendar year when the Vaccination is administered, except that the Subsidy per dose for Sinovac vaccine if the Eligible Person is aged from 6 months to under 12 years at the time of Vaccination shall be HK\$180; and

43.2 HK\$180 per dose Sinovac vaccine if the Eligible Person has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered (“Elderly”) except that the Subsidy per dose for the first dose of vaccination shall be HK\$300 if (a) the Eligible Person has reached or will reach the age of 70 years or above in the calendar year when the vaccination is administered; and (b) the vaccination is given during the period from 23 August 2022 to 30 November 2022 (both dates inclusive) (“Time-limited Enhanced Subsidy”).

3. This announcement shall form part of the Principal Agreement and the Supplemental Agreement with effect from the date of this announcement. Save for the changes made in this announcement, all other provisions of the Principal Agreement and the Supplemental Agreement shall remain unchanged.

**Government Variation Notice No. 4 of the COVID-19  
Vaccination Programme at Clinics (“Terms and Conditions”)**

**24 November 2022**

I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics to which you have enrolled. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Terms and Conditions.

1. With immediate effect, clause 43.2 shall be revised as follows:--
  - 43.2 HK\$180 per dose Sinovac vaccine if the Eligible Person has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered (“Elderly”) except that the Subsidy per dose for the first dose of vaccination shall be HK\$300 if (a) the Eligible Person has reached or will reach the age of 70 years or above in the calendar year when the vaccination is administered; and (b) the vaccination is given during the period from 23 August 2022 to 28 February 2023 (both dates inclusive) (“Time-limited Enhanced Subsidy”).
2. This announcement shall form part of the Principal Agreement and the Supplemental Agreement with effect from the date of this announcement. Save for the changes made in this announcement, all other provisions of the Principal Agreement and the Supplemental Agreement shall remain unchanged.

**Government Variation Notice No. 5 of the Terms and Conditions of the  
COVID-19 Vaccination Programme at Clinics**

**22 December 2023**

I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics to which you have enrolled. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Terms and Conditions.

2. With effect from 24 December 2023, the following terms of the Agreement shall be revised by virtue of this Government Variation Notice No. 4 to be issued pursuant to Clause 74 of the Agreement.

3. Clause 3 of the Agreement shall be amended to read as follows:

3. The name of the EHCP, the name and address of the clinic and the telephone number in Chinese and English as provided in the Written Agreement shall be displayed at the website (<https://www.chp.gov.hk/en/features/106934.html>) for search by the general public.

4. Clause 4 of the Agreement shall be amended to read as follows:

4. The VSS Doctors' Guide for COVID-19 Vaccination is published at the website (<https://www.chp.gov.hk/en/features/106934.html>) and may be updated from time to time. EHCP and his Associated Organization (if any) are required to follow the VSS Doctors' Guide for COVID-19 Vaccination at Clinics under VSS.

5. Clause 5 of the Agreement shall be deleted in its entirety and replaced by the following:

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 the Agreement.

6. Clause 15 of the Agreement shall be revised as follows and the Footnote 1 shall be deleted:

15. The Clinic(s) of the EHCP or his Associated Organization which will provide COVID-19 shall each have a Purpose-built vaccine refrigerator for the purpose of keeping the COVID-19 Vaccines under the cold chain management at the optimal temperature.
7. Clause 18 shall be deleted and replaced by the following:
    18. The EHCP 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. The Government will not pay any Subsidy in respect of Vaccination provided to any ineligible Vaccination recipients due to the failure of the EHCP to check eligibility.
  8. Clause 19 of the Agreement shall be deleted and replaced by the following:
    19. After having checked and satisfied with the eligibility requirement as mentioned above, the EHCP 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, 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); or (b) the Vaccine for the Vaccination is permitted to be used under the Government COVID-19 Vaccination Programme; and (c) in the case of administration of SinoVac on an Eligible Minor (if applicable), that the Vaccination is an Off-Label Vaccination.
  9. Clause 20 of the Agreement shall be amended as follows:
    20. After the explanation as mentioned in Clause 19, the EHCP shall, or will ensure that his Healthcare Personnel will, search and retrieve the



eHealth (Subsidies) Account of the Vaccination recipient and obtain the informed consent from the Vaccination recipient (or his parent or guardian if Vaccination recipient is not legally capable of doing so), 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 19 above as well as for the purposes as mentioned in Clause 21 below. This is except for the consent to be given by the parent or guardian of a person under the age of 18 or mentally incapacitated person. In such cases, the physically signed consent should be obtained from such parent or guardian using the form as prescribed in the Doctors' Guide.

10. Clause 54 of the Agreement shall be revised as follows:

54. The EHCP 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. Either the Secretary for Health or the Director of Health or their respective officers have the power to give any such direction.

11. Clauses 67 of the Agreement shall be revised as follows:

67. Each of the EHCP 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 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 the Doctors' Guide; or
- (ii) the bad faith, negligence, recklessness, omission, default, act or misconduct on the part of the EHCP and his Associated Organization, or any employees, agents or sub-contractors of the EHCP and his Associated Organization in the provision of the Vaccination; 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 being incorrect or incomplete or inaccurate.

12. This announcement is issued pursuant to Clause 74 of the Agreement and shall form part of the Agreement with effect from the date of this announcement.

13. In accordance with Clause 75 of the Agreement, the EHCP and his Associated Organization shall be deemed to have accepted the variation of the Agreement as specified in this Government Variation Notice issued under Clause 74 unless the EHCP and his Associated Organization has, within fourteen days after the issue date of this Government Variation Notice, issued a notice of termination under Clause 8 of the Agreement.

14. Save for the changes made in this announcement and those relevant Government Variation Notices issued, all other provisions of the Agreement shall remain unchanged.