

Please read the following enrolment documents of the Vaccination Subsidy Scheme carefully:

1. Covering Notes for Private Doctor's Application to Enrol in the Specified Programme entitled "Vaccination Subsidy Scheme"
2. Enrolment Guide for Vaccination Subsidy Scheme
3. General Terms and Conditions
4. Specified Programme—Vaccination Subsidy Scheme—Specific Terms and Conditions
Appendix 1—Terms and Conditions of the Ordering Platform
Appendix 2—Terms and Conditions for the Sale and Purchase of Vaccines
5. Undertakings and Declarations for Vaccination Subsidy Scheme
6. Personal Information Collection Statement for Vaccination Subsidy Scheme

Covering Notes for Private Doctor's Application to Enrol in the Specified Programme entitled "Vaccination Subsidy Scheme" ("Covering Notes")

1. Unless specified otherwise, capitalised terms used herein shall have the meaning as ascribed to them in the "General Terms and Conditions" and "Specific Terms and Conditions" for the Specified Programme entitled "Vaccination Subsidy Scheme" ("VSS").
2. The Government has launched the Specified Programme to provide subsidised Vaccinations of specified type(s) of Vaccines to Scheme Participant through the Private Doctor who has enrolled in the Specified Programme.
3. A Registered Medical Practitioner meeting the enrolment criteria set out in the "Enrolment Guide for Vaccination Subsidy Scheme" ("**Enrolment Guide**") may apply to enrol in the Specified Programme. The Registered Medical Practitioner is reminded of the licensing status and the requirement of the Service Location(s). The Registered Medical Practitioner shall ensure the Service Location(s)'s compliance with the requirements outlined in the Private Healthcare Facilities Ordinance (Cap. 633 of the laws of Hong Kong) and the requirements imposed by The Office for Regulation of Private Healthcare Facilities (ORPHF) from time to time.
4. Enrolment in this Specified Programme (i.e. the VSS) is a pre-requisite for joining the Seasonal Influenza Vaccination ("**SIV**") School Outreach Programme ("**SIVSOP**") and the Residential Care Home Vaccination Programme ("**RVP**").
5. The Specified Programme provides Government Subsidy for administration of Vaccines to Hong Kong residents who meet the criteria spelled out in the Schedule to the Specific Terms and Conditions. A brief introduction of the Specified Programme is provided at the website <https://www.chp.gov.hk/en/features/45849.html>.
6. The following documents are relevant to the Specified Programme:
 - (a) "Record of Vaccine Storage Refrigerator"; and
 - (b) Transaction Documents.
7. Details of how to enrol in the Specified Programme are set out in the Enrolment Guide.
8. The Government will notify the Registered Medical Practitioner who has submitted an Application Form ("**Applicant**") in writing the result of his application for enrolment in the Specified Programme ("**Application**") within 14 working days of his submission of the requisite information and supporting documents.

9. If the Application is successful, a binding Agreement with respect to the Applicant's enrolment in the Specified Programme shall be entered into and constituted between the Government and the successful Applicant.
10. Without prejudice to any provision of the Transaction Documents, by submitting an Application Form, the Applicant shall be taken to have agreed to abide by and comply with all the terms and conditions of all the Transaction Documents with respect to the Specified Programme.
11. For enrolment related enquiry, please contact:

VSS Programme Office (Strategic Purchasing Office)

Tel. no.: 2125 2299

Email address: vssdoctor@healthbureau.gov.hk

Enrolment Guide for Vaccination Subsidy Scheme

Unless specified otherwise, capitalised terms used herein shall have the meaning as ascribed to them in the “General Terms and Conditions” and “Specific Terms and Conditions” for the Specified Programme entitled “Vaccination Subsidy Scheme” (“VSS”).

1. Enrolment Criteria

The Registered Medical Practitioner may apply to enrol in the Specified Programme if:

1.1 each of his Service Location is where:

- (a) a private healthcare facility as contemplated in Section 3 of the Private Healthcare Facilities Ordinance (Cap. 633 of the laws of Hong Kong) (“**PHFO**”) (“**Private Healthcare Facility**”), in respect of which a licence has been issued in accordance with Section 17 of the PHFO (“**Licensed Private Healthcare Facility**”), is operated; or
- (b) an exempted clinic, which shall have the meaning given to such term in the PHFO (“**Exempted Clinic**”), is operated; or
- (c) for a limited time which shall end on a date to be announced by the Government in its absolute discretion (“**said end date**”), a Private Healthcare Facility, which does not fall under Clauses 1.1(a) or 1.1(b) above, is operated. For the avoidance of doubt, a Registered Medical Practitioner who relied on (c) to fulfil the enrolment criterion in this Clause shall cease to be enrolled on the said end date unless the Registered Medical Practitioner complies with either Clauses 1.1(a) or 1.1(b) above in order to fulfil the enrolment criterion;

1.2 he is registered under Section 14 or Section 14A of the Medical Registration Ordinance (Cap. 161 of the laws of Hong Kong) and holds a valid practising certificate;

1.3 he has enrolled in the eHealth; and

1.4 he is enlisted in the PCD or “Primary Care Register” (“**PCR**”) after its establishment as maintained by the Government.

2. Enrolment in and Annual Renewal of Enrolment in the Specified Programme

2.1 A Registered Medical Practitioner who applies to enrol in the Specified Programme (“**Applicant**”) shall follow the following procedures to submit an application to enrol in the Specified Programme (“**Application**”):

- (a) complete the online Application Form on eHealth by clicking the “Administration” button and then the “Vaccination Subsidy Scheme” button; and
- (b) provide copies of duly signed and completed forms and supporting documents as specified in Clause 8 below to the Government for processing the Application within thirty (30) days from the date of submission of the Application Form referred to in (a) above by email only to vssdoctor@healthbureau.gov.hk.

2.2 Before filling in the Application Form on eHealth, the Registered Medical Practitioner is recommended to:

- (a) study and understand the Transaction Documents accessible on eHealth and the website of the Centre for Health Protection of the Government at www.chp.gov.hk;
- (b) have the following information at hand:
 - (i) his personal particulars;
 - (ii) his professional registration number assigned by the Medical Council of Hong Kong (“**MCHK**”);
 - (iii) information such as the business registration of the Medical Organisation (where applicable) at which he is working;
 - (iv) information such as the bilingual address, licensing information, telephone number of the Service Location(s) at which the Registered Medical Practitioner proposes to provide the Services under the Specified Programme; and
 - (v) information such as bank account number regarding the Nominated Account(s) (“**Nominated Account**”) for receipt of Government Subsidy for Services provided to Scheme Participant.

3. Notification to the Government

3.1 Upon submission of his Application, the Registered Medical Practitioner shall notify the Government, if he:

- (a) is the subject of any inquiry under Section 21 of the MRO;
- (b) becomes aware of any action, disciplinary proceeding or inquiry being taken against him by the Medical Council of Hong Kong;
- (c) becomes aware of any order made to remove him from the register of Registered Medical Practitioners under Section 14 or Section 14A of the MRO, whether or not it is a suspension;
- (d) becomes aware of any complaint filed or claim made (whether or not any legal action is threatened) against him for any act, negligence, misconduct or malpractice;
- (e) is mentally or physically unfit to practice as a Registered Medical Practitioner; or
- (f) has committed any professional misconduct or any act or omission which casts doubt on his professionalism, integrity, reputation, ability to properly manage his medical or healthcare services or his ability to perform his obligations whether or not resulting in permanent removal or temporary suspension of the right to practice as a Registered Medical Practitioner.

3.2 After submission of his Application and before acceptance of his Application by the Government, the Registered Medical Practitioner shall notify the Government immediately, if he becomes aware of any of the circumstances specified in Clauses 3.1 (a) to (f) above, and Clauses 3.2 (a) to (f) below:

- (a) he ceases to be registered or has proposed changes to his registration as a Registered Medical Practitioner under Section 14 or Section 14A of the MRO;
- (b) he ceases to practice at any Service Location(s);
- (c) he ceases to have access to any Service Location(s);
- (d) there are changes in the licensing status of any of his Service Location(s);
- (e) he ceases to be listed in the PCD or PCR after its establishment; or

(f) he ceases to be enrolled in the eHealth.

4. If the Registered Medical Practitioner fails to notify the Government of the occurrence of any of the circumstances stipulated in Clause 3 above, or the information provided is not up-to-date, true, accurate or complete, the Government shall be entitled to reject or not consider the Application immediately or immediately cancel the enrolment in the relevant Specified Programme if such Application has already been approved.
5. Subject to the terms of the Agreement, an enrolled Registered Medical Practitioner (i.e. a Private Doctor) who wishes to renew his enrolment to the Specified Programme for the next Vaccination Period shall apply for annual renewal of enrolment by updating his particulars and information as necessary and the Co-payment chargeable for each type of Services in the IT Platform when directed by the Government (“**Applicant for Renewal**”).
6. In considering whether to accept the application submitted by the Applicant or Applicant for Renewal, the Government will consider all the circumstances and factors as it thinks fit which include but are not limited to fulfillment of enrolment criteria, the conduct, integrity, reputation, management of his medical or healthcare services, and past and recent performance of his obligations under the Agreement as specified in the application. In any event, acceptance of the application by the Applicant or Applicant for Renewal is at the absolute discretion of the Government.
7. The Applicant shall specify in the Application Form (i) the types of Vaccine(s) and (ii) the Target Group(s) covered by each such Vaccine to whom he intends to provide Vaccination. Upon successful Application, the Applicant will be referred to as the Private Doctor in the documents regarding the Specified Programme. The Private Doctor enrolled in the Specified Programme(s) may provide subsidised Vaccination(s) to Scheme Participants falling within the Target Group(s) which he has opted at the time of Application or his application for annual renewal of enrolment in the Specified Programme from time to time while he remains enrolled in the Specified Programme.
8. **Checklist**

Below is a checklist of the supporting forms and documents for submission by email only to vssdoctor@healthbureau.gov.hk:

- ☐ a duly signed and completed Authority for Payment to a Bank;

- ☐ a certified true copy^{Note} of bank correspondence showing the bank name, bank account number and name of the account holder, issued within six (6) months immediately before the date of the lodging of the Application Form by the Applicant;
- ☐ a copy of certificate of business registration or incorporation of the Medical Organisation as specified on the Authority for Payment to a Bank;
- ☐ a completed “Record of the Vaccine Storage Refrigerator”; and
- ☐ proof for each of the Service Location(s) meeting the requirements as set out in Clause 1.1 above:
 - ☐ a copy of licence or a copy of letter of exemption of Private Healthcare Facility under PHFO at the Service Location meeting the requirement in Clause 1.1(a) or Clause 1.1(b).

Please note:

- (a) a separate Authority for Payment to a Bank shall be used for each bank account;
- (b) the Application may not be processed by the Government if the Applicant fails to provide all information and documents as required by the Government;
- (c) if the Applicant or Applicant for Renewal is employed or engaged by a Medical Organisation (whether it is incorporated or not) to provide the Services or if they provide the Services under the name of a Medical Organisation (whether such Applicant or Applicant for Renewal is a sole proprietor, partner, shareholder, director or other officer of such Medical Organisation, and whether such Medical Organisation is incorporated or not), such Medical Organisation shall also complete and sign the Authority for Payment to a Bank together with the required information; besides, if (i) the Applicant or Applicant for Renewal is employed or engaged by more than one Medical Organisation to provide healthcare services; or (ii) the Applicant or Applicant for Renewal provides healthcare services under the name of more than one Medical Organisation (whether as the sole proprietor, partner, shareholder, director or other officer of such medical organisations); or (iii) the Applicant or Applicant for Renewal provides medical services in the circumstances described in both (i) and (ii) above,

^{Note} If the bank correspondence relates to the Applicant, the copy must be certified by the Applicant himself. If the bank correspondence relates to a Medical Organisation, the copy must be certified by the authorised signatory of such Medical Organisation.

each of the Applicant or Applicant for Renewal and the relevant Medical Organisation must complete, sign and submit a separate Authority for Payment to a Bank in respect of each Medical Organisation;

- (d) personal particulars together with the professional registration information will be validated with records kept by respective professional Boards and Councils and the accredited bodies to verify the professional registration status of the Applicant through electronic or other means;
- (e) personal particulars may be released to the operator of the Service Location for the purpose of processing the Application and, where necessary, for a verification procedure by electronic or other means to be carried out for that purpose; and
- (f) submitted supporting forms and documents will not be returned to the Applicant.

For enrolment related enquiry, please contact VSS Programme Office (Strategic Purchasing Office) at 2125 2299 or via email (vssdoctor@healthbureau.gov.hk).

General Terms and Conditions

1. Definitions and Interpretation

1.1 Unless otherwise defined therein or the context otherwise requires, in the documents issued by the Government in connection with the Specified Programme (see definition below) and the Agreement (see definition below), the following expressions shall bear the same meaning as set out below:

“Agreement” means the agreement made by the Government with the Private Doctor in respect of the Specified Programme on the terms and conditions set out in the following:

- (a) these General Terms and Conditions;
- (b) the Application Form submitted by a Private Doctor and accepted by the Government;
- (c) the Specific Terms and Conditions;
- (d) “Undertakings and Declarations”; and
- (e) Personal Information Collection Statement.

“Application Form” means, in respect of a Specified Programme, the online application form for enrolment in such Specified Programme to be completed by a Registered Medical Practitioner on the eHealth platform online.

“Authorised User” means any person appointed by the Private Doctor, as a clinic administrator, to access and use the IT Platform for and on behalf of such Private Doctor for the purpose of assisting him to perform the Services.

“Authority for Payment to a Bank” is a form to be completed and submitted by the Private Doctor to authorise the Government to make a payment directly to a bank account of the Private Doctor or his Medical Organisation for and on behalf of him for the receipt of Government Subsidy.

“eHealth” has the meaning given to “eHealth System” in the Electronic Health System Ordinance (Cap. 625 of the laws of Hong Kong) (as amended or modified from time to time).

“Eligible Person” means, in respect of the Specified Programme, a person who is eligible to receive the Services under such Specified Programme according to the criteria as specified in the corresponding Schedule to the applicable Specific Terms and Conditions.

“General Terms and Conditions” means these General Terms and Conditions.

“Government” means the Government of Hong Kong Special Administrative Region of the People’s Republic of China. Reference to “Government” shall include its specified representative(s), 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.

“Government Subsidy” has the meaning given to the term in Clause 4.1 below.

“Health Bureau” means the Health Bureau of the Government.

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

“IT Platform” means the IT system built for the Specified Programmes for the collection, storage, sharing and use of data (including clinical data) of an Eligible Person.

“Manuals and Guides” has the meaning given to it in the Specific Terms and Conditions.

“Medical Organisation” means an organisation (whether incorporated or not) which employs or engages the Private Doctor to provide the Services to Scheme Participants.

“MRO” means Medical Registration Ordinance (Cap. 161 of the laws of Hong Kong) (as amended or modified from time to time).

“PCD” means “Primary Care Directory” which is a web-based electronic database directory maintained by the Primary Healthcare Commission, containing practice information and professional qualification of primary care providers in the community.

“Personal Information Collection Statement” means the “Personal Information Collection Statement” issued by the Government in respect of the Specified Programme.

“PHFO” means Private Healthcare Facilities Ordinance (Cap. 633 of the laws of Hong Kong) (as amended or modified from time to time).

“Primary Healthcare Commission” means the Primary Healthcare Commission of the Government.

“Private Doctor” means, in respect of a Specified Programme, the Registered Medical Practitioner whose application to enrol in such Specified Programme has been accepted by the Government.

“Private Healthcare Facility” has the meaning given to “private healthcare facility” in Section 3 of the PHFO.

“Registered Medical Practitioner” has the meaning ascribed to “registered medical practitioner” under the Section 2 of the MRO.

“Schedule” means a Schedule appended to the Specific Terms and Conditions.

“Scheme Participant” means, in respect of a Specified Programme, an Eligible Person who has presented himself in front of the Private Doctor for the purpose of receiving Services.

“Service Location(s)” means the address(es) of the Private Healthcare Facility(ies) named by the Private Doctor in the Application Form, where the Private Doctor shall provide the Services.

“Services” means those services, tasks and objectives to be performed or achieved by the Private Doctor in accordance with the requirements and provisions of the Agreement for any Specified Programme in which the Private Doctor has enrolled in, details of which are set out in the Specific Terms and Conditions for the relevant Specified Programmes.

“Specific Terms and Conditions” means, in respect of a Specified Programme, the terms and conditions for such Specified Programme.

“Specified Programme(s)” means health programmes or initiatives that are subsidised or led by the Government, which currently comprises:

- (a) Vaccination Subsidy Scheme;
- (b) Seasonal Influenza Vaccination School Outreach Programme;
- (c) Residential Care Home Vaccination Programme; and
- (d) any other programmes or initiatives as may be agreed in writing by the Government and enrolled in by the Private Doctor from time to time.

“Term” means the period for a Specified Programme as contemplated in Clause 2 below.

“Transaction Documents”, in respect of a Specified Programme, comprise the following which may be updated from time to time:

- (a) Application Form submitted by a Private Doctor and accepted by the Government;

- (b) “Covering Notes” for Private Doctor’s application to enrol in the Specified Programme;
- (c) Enrolment Guide for the Specified Programme;
- (d) these General Terms and Conditions;
- (e) the Specific Terms and Conditions;
- (f) “Undertakings and Declarations”;
- (g) Personal Information Collection Statement; and
- (h) Authority for Payment to a Bank,

and “**Transaction Document**” means any of the above.

1.2 In each of the Transaction Documents comprising the Agreement for a Specified Programme, unless otherwise provided or the context otherwise requires:

- (a) any word or expression to which a specific meaning has been attached in these General Terms and Conditions and the Specific Terms and Conditions (where applicable) shall bear such meaning whenever it may appear in all Transaction Documents;
- (b) words importing the singular include the plural and vice versa and words importing a gender include all other genders;
- (c) reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument;
- (d) reference to an ordinance includes all subsidiary legislation made under such ordinance;
- (e) words importing a person include an individual, a firm, partnership, corporation, government, governmental body, authority, agency, unincorporated body of persons or associations, corporations and any organisations having legal capacity;
- (f) reference to a day, a month and a year or an annual period refers to a calendar day, a calendar month, and a calendar year respectively;
- (g) reference to a section, clause, sub-clause, paragraph, sub-paragraph, appendix or attachment by number or by letter in a Transaction Document shall be construed (unless

the context otherwise requires) as a reference to the section, clause, sub-clause, paragraph, sub-paragraph, appendix or attachment of that number or letter contained in that Transaction Document;

- (h) references to time and dates shall be construed as Hong Kong time and dates;
- (i) headings are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of any of the Transaction Documents;
- (j) any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done; and
- (k) the words “include” and “including” shall be construed without limitation to the words following.

2. Term

The Agreement for a Specified Programme shall take effect commencing from the date of the notification in writing issued by the Government notifying the Private Doctor that his application for enrollment in such Specified Programme has been accepted by the Government subject to termination in accordance with the provisions of the Agreement.

3. Obligations of the Private Doctor

Obligations to the Government

3.1 During the Term, in respect of the Specified Programme(s) he is enrolled in, the Private Doctor shall:

- (a) save as otherwise expressly provided for in the Agreement or specified by the Government, provide and maintain all necessary infrastructure including but not limited to computer hardware, software, other equipment, machinery, devices and facility and obtain all utility at his clinics to enable access to the IT Platform for the purpose of the Specified Programme at his own cost and expenses;
- (b) comply with all directions that may from time to time be given by the Government or any employee, officer or agent of the Government in relation to the performance of the Services;
- (c) comply with the provisions of the Agreement;

- (d) take all necessary steps to procure that his employees, subcontractor(s) or agent(s) (including Authorised Users) be made aware of and perform the obligations under the Agreement applicable to them, and shall comply with all directions and requests imposed by the Government as specified in Clause 3.1(b) above;
- (e) be responsible for all acts, conducts, defaults, omissions and neglect of any of his employees, appointed Authorised Users, sub-contractor(s) or agent(s) in connection with the performance of the Services; and shall ensure that he does not, and procure that his employees, appointed Authorised Users, sub-contractor(s) or agent(s) do not, solicit or accept any advantage, money or gifts from an Eligible Person or a Scheme Participant, or offer any advantage, money or gifts to anyone to influence the operation of such Specified Programme, whilst deployed to provide the Services;
- (f) notify the Government immediately if he:
 - (i) is the subject of any inquiry under Section 21 of the MRO;
 - (ii) becomes aware of any action, disciplinary proceeding or inquiry being taken against him by the Medical Council of Hong Kong;
 - (iii) becomes aware of any order made to remove him from the register of Registered Medical Practitioners under Section 14 or Section 14A of the MRO, whether or not it is a suspension;
 - (iv) becomes aware of any complaint filed or claim made (whether or not any legal action is threatened) against him for any act, negligence, misconduct or malpractice;
 - (v) ceases to be registered or has proposed changes to his registration as a Registered Medical Practitioner under Section 14 or Section 14A of the MRO;
 - (vi) ceases to practice at any Service Location(s) submitted by the Private Doctor and accepted by the Government;
 - (vii) ceases to have access to any Service Location(s) submitted by the Private Doctor and accepted by the Government;
 - (viii) change in the licensing status of any of his Service Location(s);
 - (ix) ceases to be listed in the PCD or “Primary Care Register” (“PCR”) after its establishment;
 - (x) ceases to be enrolled in the eHealth;

- (xi) is mentally or physically unfit to practice as a Registered Medical Practitioner; or
 - (xii) has committed any professional misconduct or any act or omission which casts doubt on its professionalism, integrity, reputation, ability to properly manage his medical or healthcare services or his ability to perform his obligations whether or not resulting in permanent removal or temporary suspension of the right to practice as a Registered Medical Practitioner;
- (g) immediately report to the Government any clinical incidents or complaints of clinical incidents in accordance with the reporting requirements and procedures as set out in the directions, Manuals and Guides where applicable and to submit written reports and take other follow-up actions in respect of the reported incident or complaint as may be, and by the deadlines, directed by the Government, to the satisfaction of the Government;
- (h) allow the Government to attend at any premises (including clinic setting and non-clinic setting) at reasonable hours to inspect, conduct site visits, examine business transactions and medical records kept by him in respect of any Scheme Participant(s), and obtain any information or record kept or required to be kept by him under the Agreement, or to ascertain whether the provisions of the Agreement are complied with as reasonably required on necessary administration and audit of the Specified Programme and its evaluation. The Private Doctor shall fully cooperate with and give all assistance required by the Government and ensure that the Government is given free and uninterrupted access to the information and record and the premises at which they are kept. The Private Doctor shall provide copies of information and record, if so requested by the Government. The Government may contact a Scheme Participant or parent or guardian of a Scheme Participant to verify the information and record if necessary;
- (i) submit to the Government such information or document as required by the Government from time to time in relation to the Specified Programme, including but not limited to any of the matters referred to in Clause 3.1(f) above;
- (j) warrant and undertake with continuing effect that all information and documents provided by him to the Government from time to time under or in relation to a Specified Programme are true, accurate and complete;
- (k) comply with the requirements, recommendations/ and best practices set forth in the document “Public-Private Partnership Programmes for Healthcare Services – Corruption Prevention Guide for Service Providers” issued by the of the Government from time to time (available at https://www.chp.gov.hk/files/pdf/corruption_prevention_guide_on_healthcare_service_providers_eng.pdf) and adopt the recommended practices set out therein where applicable; and
- (l) submit to the Government complete, true and accurate information as required in the Authority for Payment to a Bank.

IT Platform

- 3.2 The Private Doctor shall perform his obligations under the Agreement via the IT Platform where appropriate. Such performance shall include, but not limited to:
- (a) verification of eligibility of an Eligible Person;
 - (b) input of service data;
 - (c) input of payment checkout information;
 - (d) make claim transactions; and
 - (e) submit reimbursement.
- 3.3 The Private Doctor shall not and shall procure each of his Authorised Users not to:
- (a) print, download or transfer Scheme Participant(s)' information and/or records from the IT Platform or use such printed records except for purposes permitted by the Government; or
 - (b) download or take photographs of any Scheme Participant's information and/or records from the IT Platform,
- unless it is so required or permitted by the laws of Hong Kong, sanction of the courts of Hong Kong, or the consent from a Scheme Participant (or his parent or guardian or any person acting for or on behalf of a Scheme Participant if such Scheme Participant is mentally incapacitated as confirmed by medical professionals) has been obtained.
- 3.4 The Private Doctor shall interpret the data on the IT Platform with professional knowledge and skills, taking into account his knowledge and assessment of a Scheme Participant's history and condition.
- 3.5 The Private Doctor acknowledges and agrees that:
- (a) the IT Platform is not intended to provide professional advice and he shall not rely upon such in that regard and only use such as a reference or guidance tool only;
 - (b) the Government may keep an audit log of access to, use and printing of a Scheme Participant's information and/or records on the IT Platform by the Private Doctor and the Government may audit such access, use and printing during or after the access period. Each Private Doctor shall assist the Government on resolving any apparent irregularity

identified or discovered in the log or questions that the Government may raise from the log;

- (c) the IT Platform may be updated and modified from time to time and at the time of access, the data on the IT Platform shall be only a computer generated segment (but not the whole) of a Scheme Participant's health records and may not be up to date at the time of each access;
- (d) data on the IT Platform sent over the Internet cannot be guaranteed to be completely secured and the Government will not be responsible for any loss, damage or expense incurred or suffered by the Private Doctor as a result of any delay, loss, diversion, alteration or corruption of any information on the IT Platform provided by the Government over the Internet;
- (e) the data available on the IT Platform is provided on "as is" basis without warranty or representation of any kind, express or implied being given by the Government as to any aspect of the IT Platform or any data held within it;
- (f) the Government shall not be liable to any Private Doctor or any of his employees, sub-contractor(s) or agent(s) in any manner for any direct, indirect, special or consequential damages arising or claimed to be arising out of or in relation to the Specified Programmes or the IT Platform or any act or omission of the Government under the Agreement. The Private Doctor shall be liable for any errors or omissions in the information he provides onto the IT Platform and for any loss or damages suffered by the Government for any negligence or misuse of the IT Platform by the Private Doctor or any of his employees, sub-contractor(s) or agent(s); and
- (g) without prejudice to other rights which the Government may have, the Government shall be entitled to remove any Authorised User's access to the IT Platform in case of the Private Doctor's non-compliance with the obligations set out in Clause 3 or other provisions of these General Terms and Conditions.

3.6 During the Term, the Private Doctor shall comply with the laws of Hong Kong including but not limited to the Personal Data (Privacy) Ordinance.

4. Government Subsidy

4.1 In consideration of the Government agreeing to reimburse the Private Doctor in accordance with the Agreement and subject to the terms and conditions of the Agreement, the Private Doctor undertakes and agrees to observe the terms and conditions of the Agreement, and Manuals and Guides for which the Private Doctor has enrolled issued by the Government. The Private Doctor shall be entitled to make claims to the Government for reimbursement for the amount as specified in the Schedule to the Specific Terms and Conditions for a Specified Programme ("**Government Subsidy**") for due performance of the Services of the Private Doctor in accordance with the

Agreement and subject to the terms and conditions of the Agreement, in respect of every Scheme Participant who receives any Services from the Private Doctor under a Specified Programme.

4.2 The Private Doctor acknowledges and agrees that:

- (a) no payment will be made by or on behalf of the Government unless the Government is satisfied that (i) all of the pre-conditions for payment have been met; and (ii) the Government has verified the Private Doctor's claims to its satisfaction;
- (b) the Government shall have no obligation to pay the Private Doctor any Government Subsidy for any Services provided under the Agreement if the Private Doctor fails to comply with the directions and requests given by the Government under any provision of the Agreement (including but not limited to Clause 3.1(b) above) 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. If so demanded by the Government in writing, the Private Doctor shall refund to the Government all or any Government Subsidy paid by the Government to the Private Doctor by such time as directed by the Government; and
- (c) notwithstanding any provision herein, if the Government at any time certifies that the Government has overpaid the Private Doctor, the Government may:
 - (i) deduct such overpaid amount from any sums which may thereafter be payable by the Government to the Private Doctor; or
 - (ii) direct the Private Doctor to forthwith repay the Government the amount previously paid by the Government and the Private Doctor (as the case may be) shall comply with such direction. The Government shall be entitled to withhold any sums due to the Private Doctor in accordance with the provisions of the Agreement until the Private Doctor has fully repaid the aforesaid amount.

4.3 The Government shall be entitled to conduct post-payment checks to ensure the proper disbursement of Government Subsidies. The Private Doctor shall cooperate with the Government in the conduct of post-payment checks on payments made to him and without prejudice to Clause 3.1(h) above, shall provide assistance to facilitate such checks during and after his enrollment in the Specified Programme.

4.4 The Private Doctor shall make its books and records of all receipts, payments and contracts, and all information in connection with the Services, as well as general ledgers, sub-ledgers, cashbooks and bank statements available to the Government, for inspection and retaining copies of the same without charge, during and after the period the Private Doctor is enrolled in the Specified Programme.

5. Sharing of Clinical Data and Provision of Personal Data

- 5.1 The Private Doctor shall promptly send to the Government via the IT Platform all data requested by the Government from time to time (including required data fields built into the IT Platform) in respect of the relevant Scheme Participant, to enable the Government to have access thereto and incorporate the same into their records. The Government will also place a copy of all sharable data (as defined in the Electronic Health System Ordinance (Cap. 625 of the laws of Hong Kong)) obtained from the Private Doctor onto the eHealth.
- 5.2 In accordance with the terms and conditions as stated in the Personal Information Collection Statement, the Private Doctor consents to the Government to use his personal data in the registration for enrolment in the Specified Programmes and other purposes set out in the Personal Information Collection Statement. The Private Doctor agrees that the Government may publish his name, the particulars of practice and the fees chargeable by him at any time for the purpose of the Specified Programmes run by or on behalf of the Government or other healthcare related purposes.
- 5.3 The Private Doctor agrees to send to the Government all information (including his personal data) requested by the Government from time to time for the purpose of ascertaining the eligibility of the Private Doctor to enrol in the Specified Programme(s) and his compliance with the Agreement.

6. Termination of Participation

Termination by the Private Doctor

- 6.1 The Private Doctor may terminate his participation in the Specified Programme at any time by giving a prior written notice to the Government in accordance with the provisions of the Specific Terms and Conditions.

Termination by the Government

- 6.2 The Government may at any time by written notice terminate forthwith the participation of the Private Doctor in the Specified Programme if:
- (a) the Private Doctor ceases to comply with (i) any enrolment criterion of the Specified Programme or (ii) meet with any of the conditions as described under Clause 3.1(f) above;
 - (b) the Government has reasonable grounds to believe that the Private Doctor has failed to provide medical or healthcare services including but not limited to the Services provided under the Agreement in a professional manner or has otherwise committed any professional misconduct or malpractice;
 - (c) the Private Doctor fails to comply with any provision in the Agreement (including but not limited to the circumstances listed in Clause 6.2(a) above) or with any direction or request given by the Government pursuant to Clause 3.1(b) above or with any direction or request

given by the Government in the form of written warning issued in relation to the Specified Programme;

- (d) the Government is of reasonable opinion that the Private Doctor has failed to comply with the requirements of the Manuals and Guides;
- (e) the Government is of reasonable opinion that the Private Doctor has failed to handle the reimbursement claims under the Specified Programme in a proper manner;
- (f) the Government is of reasonable opinion that the Private Doctor has submitted any fraudulent claim for the Government Subsidy or has committed any offence under the Prevention of Bribery Ordinance (Cap. 201 of the laws of Hong Kong);
- (g) the Private Doctor's enrolment in any other Government programmes from time to time has been or is about to be terminated by the Government;
- (h) the Private Doctor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
- (i) the continued participation of the Registered Medical Practitioner as the Private Doctor is contrary to the interest of national security;
- (j) any event or circumstance occurs which enables the Government to terminate the Private Doctor's participation in the Specified Programme as set out in the Specified Terms and Conditions has arisen; or
- (k) the Government considers that it is in the public interest to terminate the Private Doctor's participation in the Specified Programme.

Termination Consequences

6.3 Upon the termination of the Private Doctor's participation in the Specified Programme howsoever occasioned:

- (a) the Contract shall be of no further force and effect, but without prejudice to:
 - (i) the Government's rights and claims under the Contract or otherwise at law against the Private Doctor arising from antecedent breaches of the Contract by the Private Doctor (including any breach(es) which entitle the Government to terminate the Contract);
 - (ii) the rights and claims which have accrued to the Government prior to the termination; and

- (iii) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the termination (however occasioned) (including Clause 4.2, Clause 4.3, Clause 4.4, Clause 7 and Clause 8 of these General Terms and Conditions); and

(b) the Private Doctor shall not be entitled to any compensation therefor.

6A Termination of the Specified Programme

- 6A.1 The Government may at any time terminate the Specified Programme or any part thereof without incurring any liability or compensation to any Private Doctor.
- 6A.2 Immediately upon the Private Doctor ceasing to be enrolled in the Specified Programme, the Government shall have no obligation to pay for any Services provided by the Private Doctor to a Scheme Participant on or after the date of such cessation.
- 6A.3 The termination of the Agreement shall be without prejudice to any provision of the Agreement capable of being performed or observed notwithstanding such termination which shall survive the same and shall continue to be binding on the Private Doctor and shall remain in full force and effect.

7. **Confidentiality and Data Protection**

- 7.1 The Private Doctor (“**Confidee**”) may have access to the Government’s Confidential Information (as defined below) and, being the Confidee, hereby undertakes and covenants with the Government as follows:
 - (a) all information, drawings, specifications, documents, contracts, design materials and all other data (including without limitation any medical records, personal particulars records and Personal Data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong)) and materials of any nature (in or on whatever media) collected, generated, produced or accessible by the Confidee from the Government under the Specified Programme (including any data printed from the IT Platform) or which the Government have for the purposes of or in the course of the Specified Programme disclosed supplied made available or communicated to the Confidee, shall be treated as confidential information (collectively “**Confidential Information**”);
 - (b) the Confidee shall not, and shall procure that his Authorised Users not to, during the continuance of the Specified Programme or at any time thereafter, disclose to any person any Confidential Information other than in performance of the Confidee’s duties and obligations under the Specified Programme or with the prior written consent of the Government. However, this shall not apply to the disclosure of any Confidential Information:

- (i) already known to the recipient other than as a result of disclosure by the Confidee;
or
 - (ii) which is or becomes public knowledge other than as a result of disclosure by or fault of the Confidee;
- (c) the Confidee shall not, and procure that his Authorised Users not to, make use of or reproduce any Confidential Information, other than in the performance of the Confidee's duties and obligations under the Specified Programme or with the prior written consent of the Government. Selling or supplying any Confidential Information for financial gain or any unauthorised purpose is strictly prohibited.

7.2 Without limiting the generality of Clause 7.1 above, the Private Doctor shall, and shall procure that his Authorised Users and employees to:

- (a) only use the data in the IT Platform for the sharing of data between the Government and the Private Doctors for their continuation of care either in the public or the private sector or other related purposes (“**Purposes**”) and exercise reasonable care to protect Scheme Participant's confidentiality at all times;
- (b) comply with all obligations under the law in relation to personal data including those under the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong) (and the data protection principles) in the handling, access, use, retention and security of the personal data on the IT Platform and shall not retain the personal data longer than is necessary for the Specified Programme and the Purposes;
- (c) not share his eHealth accounts with or disclose the passwords to any persons;
- (d) ensure that the IT Platform and the personal data contained in and/or obtained from the IT Platform is protected against unauthorised or accidental access, processing or other use, and ensure that all access to the IT Platform shall be made at secure computer terminals with adequate security measures; and
- (e) immediately notify the Government if they suspect or find that the security or confidentiality of the IT Platform is compromised or breached, and shall cooperate with the Government in taking all reasonable steps to ensure and protect such security or confidentiality.

7.3 For the avoidance of doubt, the undertakings and obligations under this Clause 7 shall survive the expiration or termination of the Specified Programme.

8. Liability and Indemnity

8.1 The Private Doctor under the Specified Programme must maintain adequate and appropriate medical malpractice insurance cover / indemnity, and must be able to provide the relevant certificate to the Government upon request. In the event of a claim by any Eligible Person, the Government reserves the right to seek indemnity or contribution from the Private Doctor and / or under his medical malpractice insurance cover/indemnity.

8.2 The Private Doctor shall and shall procure his Medical Organisation (if any) shall indemnify and keep the Government fully and effectively indemnified from and against:

- (a) any and all claims, actions, investigations, demands, proceedings, brought or instituted against the Government; and
- (b) any and all liabilities, compensation, damage, action, loss, costs, charges and expenses which the Government may sustain or incur (including but not limited to legal and other costs, charges, and expenses, on a full indemnity basis, which the Government may pay or incur in relation to any claim, action or proceeding instituted by, or against, the Government), which in any case arise directly or indirectly from, or as a result of, or in connection with, or which relate in any way to:
 - (i) the practice of the Private Doctor in connection with his performance of the Services;
 - (ii) any non-compliance by the Private Doctor or any employees, agents or sub-contractors of the Private Doctor of any provision of the Agreement;
 - (iii) the negligence, recklessness, omission, default, act or misconduct on the part of the Private Doctor or any employees, agents or sub-contractors of the Private Doctor in the operation of the Specified Programme;
 - (iv) the data or information provided by the Private Doctor or any employees, agents or sub-contractors of the Private Doctor in the process for requesting for payment of Government Subsidy; or
 - (v) the enrolment by the Private Doctor in the Specified Programme,

except that this indemnity shall not extend to any costs, claims, liabilities, damages, actions, losses and expenses arising solely from the wilful default or negligence of the Government.

8.3. Without prejudice to Clause 8.2 above, any act, default, neglect or omission of any sub-contractor or the employee or agent of the Private Doctor or his Medical Organisation (if any) shall be deemed to be the act, default, neglect or omission of the Private Doctor.

- 8.4 No provision in the Agreement shall operate to restrict or limit any person's liability for death or personal injury caused by such person's negligence.

9. General

- 9.1 The Private Doctor in the Specified Programme shall be bound by and shall observe the terms and conditions of the Agreement as may be amended by the Government at its discretion from time to time by prior reasonable notice, including without limitation by posting the varied Agreement on the website of the respective Specified Programme. The varied Agreement shall be binding on the Private Doctor.
- 9.2 The Private Doctor shall at all times act as an independent contractor, and not as an agent, employee, servant or partner of the Government (nor hold out the relationship between the Government and the Private Doctor under the Specified Programme as being that of an agent, employee, servant or partner). The Private Doctor shall be solely responsible for the care of a Scheme Participant, including any diagnosis and treatment as applicable, and the Government shall have no liability in relation thereto whatsoever. The Private Doctor shall not have, or shall not represent that he has, any authority to make any commitments on the Government's behalf.
- 9.3 The application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) is expressly excluded and no person who is not a party to the Agreement shall be entitled to enforce any right or term of the Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance.
- 9.4 The Private Doctor 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.
- 9.5 Nothing in the Agreement will fetter or prejudice the exercise by the Government of any discretion or right it has under any law.
- 9.6 The Private Doctor 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.

10. Anti-bribery

The Private Doctor shall observe the Prevention of Bribery Ordinance (Cap. 201 of the laws of Hong Kong).

11. Severability

If any provision of the Agreement or its application to any circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of the Agreement and the application of that provision to other circumstances shall not be affected thereby.

12. Governing Law, Dispute Resolution and Jurisdiction

- 12.1 The Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 12.2 The parties to the Agreement shall first refer any dispute or difference arising out of or in connection with the Agreement to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.
- 12.3 If the said dispute or difference is not settled by mediation according to Clause 12.2 above, a party may institute litigation in respect of the said dispute or difference. The parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

Specified Programme
Vaccination Subsidy Scheme
Specific Terms and Conditions

Preamble

- (a) This document titled “Specified Programme – Vaccination Subsidy Scheme – Specific Terms and Conditions” (these “**Specific Terms and Conditions**”) is for the **Vaccination Subsidy Scheme** and should be read in conjunction with the document titled “Specified Programmes – General Terms and Conditions” (“**General Terms**”). Terms defined in the General Terms shall be applicable to these Specific Terms and Conditions.
- (b) Each Private Doctor enrolled in the Vaccination Subsidy Scheme shall be bound by all provisions in the General Terms and these Specific Terms and Conditions.

1. Definitions and Interpretation

- 1.1 Unless otherwise defined therein or the context otherwise requires, the following expressions shall bear the same meaning as set out below in these Specific Terms and Conditions for the subject Specified Programme entitled “Vaccination Subsidy Scheme”:

“Consent” means the consent to be given by a Scheme Participant (or his parent or guardian if such Scheme Participant is a minor or mentally incapacitated) in accordance with the Manuals and Guides for the purposes of receiving subsidised Vaccination under the Specified Programme, conducting transaction on the IT Platform, and agreeing to the Statement of Purpose of Collection of Personal Data.

“Consent Form” means a paper form prescribed by the Government to be duly completed and signed by a Scheme Participant, or parent or guardian of a Scheme Participant if the Scheme Participant is a minor or mentally incapacitated, through which the Scheme Participant (or, as the case may be, his parent or guardian for and on his behalf) agrees to give Consent.

“Co-payment” has the meaning given to the term in Clause 3.5 below.

“Designated PID Institution” means any one of the institutions set out in the website of Centre for Health Protection at www.chp.gov.hk.

“Doctor’s Contract” means a contract to be entered into between the Specified VSS Doctor and the Government Vaccine Supplier(s) for the latter’s sale of the Specified Vaccines to the Specified VSS Doctor through the Ordering Platform.

“Doctor’s Order” means an order for Specified Vaccines issued or placed by the Specified VSS Doctor on the Ordering Platform.

“Documentary Proof of Eligibility” means the document(s) which are required to be submitted by an Eligible Person as specified in the Schedule to these Specific Terms and Conditions as proof of his eligibility to receive Services under the Specified Programme.

“Exempted Clinic” has the meaning given to “exempted clinic” in the PHFO.

“Government Specified Price(s)” has a meaning given to it in Clause 3.7 below.

“Government Vaccine Supplier(s)” means the Government’s contractor(s) for the supply of the Vaccines and Specified Vaccines to the Government and the Specified VSS Doctor respectively.

“Government-subsidised Primary Healthcare Programme” means the “Chronic Disease Co-care Scheme / Primary Healthcare Co-Care Network”, “Colorectal Cancer Screening Programme”, “Breast Cancer Screening Pilot Programme Phase II”, “Elderly Health Care Voucher Scheme”, “General Outpatient Clinic Public-Private Partnership Programme”, or any other programme or initiative as prescribed by the Government from time to time.

“HK\$” means Hong Kong dollars, the lawful currency of Hong Kong.

“Licensed Clinical Waste Collector” means a collector with a licence issued by the Government to collect and dispose clinical waste under the Waste Disposal Ordinance (Cap. 354 of the laws of Hong Kong).

“Licensed Private Healthcare Facility” means a Private Healthcare Facility in respect of which a valid licence has been issued in accordance with Section 17 of the PHFO.

“Manuals and Guides” (including VSS Doctors’ Guide) means the manuals and guides published on the website of the Centre for Health Protection at www.chp.gov.hk (as may be updated from time to time).

“Nominated Account” means a bank account which is maintained under the name of the Private Doctor or the Medical Organisation (if applicable) which employs or engages him and is specified by the Private Doctor and such Medical Organisation (if applicable) in the Authority for Payment to a Bank and signed by the Private Doctor and his Medical Organisation (if applicable).

“Ordering Platform” means a module in the IT platform provided by the Government to the Specified VSS Doctor for ordering the Specified Vaccines directly from the Government Vaccine Supplier(s).

“Outreach Completion Report Form” has the meaning given to it in Clause 2.5(c) below.

“Outreach Implementation Plan” has the meaning given to it in Clause 2.6(a) below.

“Outreach Notification Form” has the meaning given to it in Clause 2.5(a) below.

“Outreach Vaccination Activity” means a visit by the Private Doctor to a location other than the Service Location for the provision of Vaccination.

“PHFO” means Private Healthcare Facilities Ordinance (Cap. 633 of the laws of Hong Kong) (as amended or modified from time to time).

“Private Healthcare Facility” has the meaning given to “private healthcare facility” in Section 3 of the PHFO.

“Specified Vaccine(s)” has the meaning given to it in Clause 3.7 below.

“Specified VSS Doctor” has the meaning given to it in Clause 3.7 below.

“Suspension Notice” has the meaning given to it in Clause 6.4 below.

“Suspension Period” has the meaning given to it in Clause 6.5 below.

“Target Group” means in respect of a type of Vaccine, a particular type of Scheme Participants as specified in Clause 2A and Clause 2B of the Schedule to these Specific Terms and Conditions.

“Vaccination” means in relation to a Vaccine, the administration of such Vaccine to a Scheme Participant during the Vaccination Period.

“Vaccination Period” has the meaning given to it in Clause 1 of the Schedule.

“Vaccine” means any one type of the Vaccines as specified in Clause 2 of the Schedule to these Specific Terms and Conditions.

“VSS Doctors’ Guide” means the Doctors’ Guide for the Vaccination Subsidy Scheme published on the website of the Centre for Health Protection at www.chp.gov.hk (as may be updated from time to time).

2. Obligations of the Private Doctor

Obligations to the Government

- 2.1 The Government may at any time vary the types of Vaccines and / or Target Group to be covered by the Specified Programme. The Private Doctor may opt whether or not to provide Services for administration of new Vaccines and / or to new Target Group (if any) and after making such option, observe the terms and conditions set out in the Agreement in doing so.
- 2.2 The Private Doctor shall update his particulars and information provided by him in the Application Form in a timely manner, including the Co-payment to be charged / Co-payment particulars and the availability of service provision, in accordance with the procedures set out in the Manuals and Guides where applicable.

- 2.3 The Private Doctor shall keep in his Service Location(s) full record in relation to the 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 purchase, date of use). The Private Doctor shall keep original hard copies or scanned copies of Consent Form completed and signed by a Scheme Participant or the parent or the guardian of Scheme Participant (where applicable) for a period of not less than seven years.
- 2.4 The Private Doctor shall keep record of his attendance at the Service Location and attendance at Outreach Vaccination Activity on a daily basis.
- 2.5 Subject to Clause 2.6 below, the Private Doctor may provide the Services in an Outreach Vaccination Activity provided that he shall comply with all the instructions as stipulated in the Agreement including but not limited to the following:
- (a) the Private Doctor shall notify the Government no less than seven working days before the Outreach Vaccination Activity using the form prescribed by the Government (“**Outreach Notification Form**”). The Government shall have no obligation to pay the Private Doctor any Government Subsidy for the Vaccinations if the Private Doctor fails to comply with such notification requirement;
 - (b) the Private Doctor shall pay particular attention and comply with all the safety requirements in the Manuals and Guides;
 - (c) the Private Doctor shall report to the Government within seven working days after the completion of an Outreach Vaccination Activity using the form prescribed by the Government (“**Outreach Completion Report Form**”). The Government shall have no obligation to pay the Private Doctor any Government Subsidy for the Vaccinations if the Private Doctor fails to comply with such reporting requirement;
 - (d) the Private Doctor shall provide assistance to the staff of the Government who perform inspection of premises including but not limited to:
 - (i) premises where Outreach Vaccination Activity will be provided;
 - (ii) premises where Outreach Vaccination Activity is being provided;
 - (iii) Service Location; and
 - (iv) location of which vaccines were physically situated in or are physically situated in, regardless of storage, shipment or transit;
 - (e) the Private Doctor shall handle clinical waste according to the Waste Disposal (Clinical Waste) (General) Regulation (Cap. 354O of the laws of Hong Kong) and any other applicable laws and regulations; and

- (f) the Private Doctor shall comply with all applicable laws and regulations and obtaining all necessary regulatory approvals and third-party consents before the Outreach Vaccination Activity.
- 2.6
- (a) Upon receiving the Outreach Notification Form submitted by the Private Doctor, the Government may at its sole discretion and without the need to provide any reason, require the Private Doctor to submit an outreach implementation plan in the format prescribed by the Government (“**Outreach Implementation Plan**”) together with the information as required by the Government within the time set by the Government.
 - (b) In the event that the Government invokes Clause 2.6(a) above, the Government shall have no obligation to pay the Private Doctor any Government Subsidy for the Vaccinations unless the Private Doctor:
 - (i) amends such Outreach Implementation Plan if so directed by the Government; and
 - (ii) executes the Outreach Implementation Plan as directed by the Government.
- 2.7 In respect of an Outreach Vaccination Activity, the Government may at its sole discretion and without the need to provide any reason, prohibit the Private Doctor from:
- (a) conducting such Outreach Vaccination Activity;
 - (b) distributing printed materials and electronic materials mentioning such Outreach Vaccination Activity; and
 - (c) displaying any printed materials and electronic materials in such Outreach Vaccination Activity.
- 2.8 The Government may amend the Manuals and Guides from time to time and the updated version will be published on the website of the Centre for Health Protection at www.chp.gov.hk. No separate notice will be issued in this regard.
- 2.9 The Private Doctor shall be deemed to have accepted the variation of all terms and conditions of the Agreement as well as any changes to the Manuals and Guides as from time to time published on the website of the Centre for Health Protection unless the Private Doctor has, within fourteen days after the issue date of the variation of the Agreement or the publication date of changes to the Manuals and Guides, where applicable, issued a notice of termination pursuant to Clause 6.2 below.
- 2.10 If the Hong Kong Identity Card symbol of a Scheme Participant is ‘C’ or ‘U’, the Private Doctor shall check his permission to stay in Hong Kong in accordance with Clause 2.15(c) below.

IT Platform

- 2.11 Without prejudice of the use of the IT Platform in relation to other healthcare service schemes provided by the Government, the Private Doctor and his Authorised Users shall use the IT Platform

solely for the purpose of providing the Services or the submission of claims for Government Subsidy under the Specified Programme.

- 2.12 Without prejudice of the use of the IT Platform in relation to other healthcare service schemes provided by the Government, the Private Doctor shall ensure that his Authorised Users shall not use or otherwise deal with the IT Platform and any data kept therein other than for the purpose specified in Clause 2.11 above.

Obligations to Scheme Participants

- 2.13 Where a Scheme Participant who falls within a Target Group for a Vaccine for which the Private Doctor has opted to provide the Services, the Private Doctor shall obtain a Consent from such Scheme Participant (or his parent or guardian if such Scheme Participant is a minor or mentally incapacitated).
- 2.14 The Private Doctor agrees, warrants and undertakes that prior to the creation of an account in the IT Platform of a Scheme Participant, he shall have obtained from such Scheme Participant (or the parent or the guardian of such Scheme Participant if he is a minor or mentally incapacitated) a Consent consenting the use and transfer of a Scheme Participant's personal data to the Government for the purpose of creation of an account in the IT Platform in the name of such Scheme Participant (if not already available), administration and monitoring of the Specified Programme(s), including but not limited to a verification procedure by electronic means with data kept by the Government to ascertain eligibility for Government Subsidy under the relevant Specified Programme(s). The Private Doctor shall declare via the IT Platform that such a Consent has been obtained from such Scheme Participant for creation of that account. For any of the aforesaid purposes, the transfer of personal data may be made to the Government and consultants, advisers and contractors of the Government appointed for any of the aforesaid purposes, including for the purpose of maintaining, operating and monitoring of the IT Platform and the applicable Specified Programme.
- 2.15 On condition that (i) a Scheme Participant does belong to a Target Group for a Vaccine which the Private Doctor has opted to provide the Services under the Specified Programme; and that (ii) he (or his parent or guardian if he is a minor or mentally incapacitated) has expressed his intention for receiving the Services provided by the Private Doctor under the Specified Programme, to facilitate his claim for Government Subsidy subsequent to the provision of the Services to that particular Scheme Participant, the Private Doctor shall provide the Vaccination to such Scheme Participant by following the requirements set out in the Manuals and Guides, including:
- (a) request such Scheme Participant (or his parent or the guardian if he is a minor or mentally incapacitated) to produce original Documentary Proof of Eligibility for verification;
 - (b) log on to the IT Platform;
 - (c) input the symbol on the Hong Kong Identity Card of the Scheme Participant(s) before Vaccination; and if the symbol of the Hong Kong Identity Card of the person to receive the vaccination is 'C' or 'U', ascertain that such Scheme Participant's permission to stay in Hong Kong as granted by the Government will not have been expired by the time when he receives Vaccination;

- (d) obtain Consent in accordance with Clause 2.13 above, search and retrieve the account of such Scheme Participant in the IT Platform, or if such account is not yet created, proceed with the creation of an account in the IT Platform for such Scheme Participant (which the Scheme Participant has given Consent to);
- (e) ascertain whether the Private Doctor is entitled to claim for Government Subsidy for providing the Services to such Scheme Participant through a search using the IT Platform during the prevailing Vaccination Period;
- (f) verify such Scheme Participant's vaccination history and vaccination record, including check for any repeated Vaccinations of the same type within one Vaccination Period, and consider and decide whether he is clinically indicated for the Vaccination;
- (g) before administering pneumococcal vaccination to such Scheme Participant (whether it be 23vPPV or PCV15 vaccination), or seasonal influenza vaccination to such Scheme Participant if he is (i) a Hong Kong resident of age 18 to under 50 and (ii) has specified chronic medical conditions, assess whether or not such Scheme Participant indeed has any one of the specified chronic medical conditions (as defined in Clause 2A of the Schedule to these Specific Terms and Condition) or the high-risk conditions (as defined in Clause 2B of the Schedule to these Specific Terms and Conditions) and record such assessment in the IT Platform; it is only if the assessment is affirmative that he shall proceed with the Vaccination on that Scheme Participant;
- (h) administer the Vaccination promptly if (i) Government Subsidy for the Private Doctor to claim for providing Services to such Scheme Participant is available as shown in the IT Platform, and (ii) such Scheme Participant is clinically indicated for the Vaccination and (iii) other requirements for availability of the Government Subsidy as stated in the Schedule are also satisfied including whether such Scheme Participant has any one of the high-risk conditions as defined in Clause 2B of the Schedule to these Specific Terms and Conditions (viz for those types of Scheme Participants as mentioned in Clause 2.15(g) above);
- (i) keep a copy of such Scheme Participant's Documentary Proof of Eligibility as specified in the Schedule to these Specific Terms and Conditions for such type of Eligible Person (except for documentary proof for Hong Kong resident status); and
- (j) input all information required by the Government and make a claim for Government Subsidy within seven calendar days counting from the date of the Vaccination.

3. Government Subsidies and Co-Payment

Government Subsidies

- 3.1 The Private Doctor shall not claim the Government Subsidy where he himself is, or is the parent or guardian of, a Scheme Participant.

3.2 The Private Doctor shall not, and shall procure the Medical Organisation which employs or engages him to not to, enter into any agreement or arrangement with a Scheme Participant or a parent or a guardian of a Scheme Participant, which has the effect of:

- (a) being inconsistent with any provision of or any requirements prescribed by the Government for the purpose of or in relation to the Specified Programme (including the Agreement); or
- (b) sharing any Government Subsidy received from the Government with any person including but not limited to a Scheme Participant or his parent(s) or guardian(s), notwithstanding whether the agreement or arrangement is made directly or indirectly. For the avoidance of doubt, any advantage, whether in cash, kind, coupons, bonus points, discount, or other equivalent which carries a cash value, offered by the Private Doctor and his Medical Organisation to a Scheme Participant or the parent(s) or the guardian(s) of a Scheme Participant, in such agreement or arrangement shall be considered as having the effect of sharing the Government Subsidy under this Clause 3.2(b).

3.3 Subject to Clause 3.1 above, Clauses 3.4(a) to (f) below, Clause 6.3(a) below and Clauses 4.2(b) to (c) of the General Terms, in consideration for the due and proper provision of the Services to a Scheme Participant in accordance with the provisions of the Agreement, provided that:

- (a) the Private Doctor is entitled to claim for Government Subsidy in the manner as mentioned in Clause 2.15(e) above; and
- (b) such Scheme Participant belongs to the Target Group for a Vaccine for which the Private Doctor has opted to provide the Services under the Specified Programme, the Government shall, in respect of each Vaccine administered to each Scheme Participant falling within a Target Group, pay the Private Doctor the Government Subsidy for such Vaccination. Such payment shall be made by the Government crediting the Nominated Account. An acknowledgement issued by the bank with which the Nominated Account is maintained of the Government Subsidy credited by the Government to the Nominated Account shall be deemed to be a receipt issued by the Private Doctor of the sums so credited and shall be conclusive evidence of due payment of such Government Subsidy payable by the Government to the Private Doctor under the Agreement.

3.4 The Government shall not be obliged to pay the Private Doctor any Government Subsidy in relation to a Vaccination if:

- (a) the subject Scheme Participant, on the day of Vaccination, does not belong to the Target Group as indicated by the Private Doctor;
- (b) the Target Group of the intended claim is not one of the Target Group(s) the Private Doctor has opted for in his application for enrolment in the Specified Programme;
- (c) the Target Group of the intended claim is a Target Group for which the Private Doctor is no longer entitled to claim Government Subsidy, a situation that may arise if the Private Doctor

voluntarily withdraws or if the Government disqualifies the Private Doctor from that particular Target Group;

- (d) the subject Scheme Participant's permission to stay in Hong Kong as granted by the Government is expired on the day of Vaccination;
- (e) any information provided by the Private Doctor to the Government under or in relation to the Specified Programme is at any time found to be incomplete, untrue or inaccurate or if the Private Doctor is in breach of any provisions in the Transaction Documents;
- (f) it is of the reasonable opinion that the Vaccination has not been conducted in a proper manner or in accordance with the requirements of the Manuals and Guides, where applicable, or the claim for Government Subsidy has not been handled by the Private Doctor in a proper manner or the Private Doctor fails to comply with the Agreement;
- (g) a Government Subsidy claim is not made within the timeline set out in Clause 2.15(j) above as such will be considered as a late claim;
- (h) without prejudice to other provisions of the Agreement, under no circumstances whatsoever will the Government pay any Government Subsidy to the Private Doctor for a Vaccination if the claim for Government Subsidy for such Vaccination is not submitted to the Government within 90 calendar days counting from the date of such Vaccination.

If any situation of the above Clauses 3.4 (a) to (h) occurs, any Government Subsidy which has already been paid, the Private Doctor shall refund the whole amount paid to the Government immediately upon the Government's demand.

Co-Payment

- 3.5 Subject to Clause 3.7 below, the Private Doctor shall be entitled to charge a Scheme Participant the fees ("**Co-payment**"), where applicable, for the Private Doctor's due performance of the Services under the Specified Programme.
- 3.6 The Private Doctor shall charge Scheme Participants a Co-payment equal to or less than the amount he has informed the Government. Without prejudice to Clause 3.7 below, the Private Doctor may adjust the Co-payment in the IT Platform from time to time. The Private Doctor acknowledges and accepts that the Government may at its sole discretion make Co-payment revision history available to the public.
- 3.7 (a) If the Private Doctor has successfully enrolled in the Specified Programme and at least one Government-subsidised Primary Healthcare Programme by the date specified by the Government ("**Specified VSS Doctor**"), he shall be eligible to purchase the specified type(s) of Vaccines ("**Specified Vaccine(s)**") from Government Vaccine Supplier(s) through the Ordering Platform on a "first come, first served" basis at a price/prices as specified by the Government in its sole and absolute discretion ("**Government Specified Price(s)**") in accordance with the Manuals and Guides. In the context of 2026/2027 Vaccination Period, Specified Vaccine(s) refers to Inactivated Influenza Vaccine.

- (b) The Private Doctor shall not charge a Scheme Participant (i.e. the Co-payment chargeable shall be set at HK\$0) for such Specified Vaccine(s) regardless of whether such Specified Vaccine(s) is ordered through the Ordering Platform or not. For the avoidance of doubt, the Co-payment set for such Specified Vaccine(s) shall remain at HK\$0 at all times throughout the whole Vaccination Period and shall not be adjusted by the Private Doctor.

3.8 If, in relation to a Vaccination, the Private Doctor fails to comply with Clause 2.15(e) above BEFORE administering that type of Vaccination, and has already provided that type of Vaccination to a Scheme Participant for which Government Subsidy does not cover, the Private Doctor shall not charge such Scheme Participant or a parent or guardian of such Scheme Participant any fee or any other monetary amount in relation to such Vaccination provided including the Co-payment.

3.9 The Private Doctor shall not charge a Scheme Participant any amount other than the Co-payment for any Vaccination(s) under the Specified Programme. The Private Doctor shall refund a Scheme Participant any payment made for Vaccination which is cancelled subsequently by either such Scheme Participant or the Private Doctor himself.

4. Acknowledgements and Undertakings of the Specified VSS Doctor

4.1 The Specified VSS Doctor acknowledges and agrees that:

- (a) he may purchase Specified Vaccines through the Ordering Platform at the Government Specified Price(s) on a “first come, first served” basis (subject to the availability of the Specified Vaccines that can be provided by the Government Vaccine Supplier(s) at the Government Specified Price(s); an allocation mechanism as may be promulgated and varied by the Government from time to time; and minimum and maximum order quantity limit for each Doctor’s Order). In using or accessing the Ordering Platform, the Specified VSS Doctor shall comply with all terms and conditions in relation to the use and access of the Ordering Platform set out in the Ordering Platform (“**Terms and Conditions of the Ordering Platform**”) (as may be amended from time to time and the current version of which is attached as Appendix 1 hereto);
- (b) in respect of the Doctor’s Order of the Specified Vaccines from Government Vaccine Supplier(s) through the Ordering Platform at the Government Specified Price(s):
 - (i) he shall settle payments for his Doctor’s Order directly to the Government Vaccine Supplier(s);
 - (ii) he shall contact and liaise with the Government Vaccine Supplier(s) directly in case of any issue and/or dispute, including but not limited to delivery error, incorrect quantity of the vaccines delivered, drug recall, return of vaccines, delay on delivery, shelf-life problem, payment dispute including those arising from payment discount(s) (if any) offered by the Government Vaccine Supplier(s), or any other disputes and shall endeavour to resolve such issue or dispute in good faith. The Government shall not be responsible or liable therefor in any event;

- (iii) all legal and contractual relations relating to the Doctor's Order and the Doctor's Contract shall be considered a matter between the Government Vaccine Supplier(s) and the Specified VSS Doctor. The Specified VSS Doctor shall comply with all terms and conditions in relation to the Doctor's Contract (including the terms and conditions for the sale and purchase of Vaccines set out in the Ordering Platform ("**Terms and Conditions for the Sale and Purchase of Vaccines**") (as may be amended from time to time and the current version of which is attached as Appendix 2 hereto). The Government shall have no responsibility nor liability, and does not make any representation or warranty in relation to such Specified Vaccine(s), their availability or consequences of usage, and the use of Ordering Platform for the purchase of Specified Vaccines; and
- (iv) if so requested by the Government, shall provide information and documents, including delivery notes, receipts or other relevant documentation in connection with his purchase of Specified Vaccines under any Doctor's Contract as requested by the Government to assist the Government in verifying claims made by the Contractor(s) to the Government for subsidy in connection with the Doctor's Contract.

- (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), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Specified VSS Doctor or the Government Vaccine Supplier(s) arising out of or in relation to any Doctor's Order, any supply of the Specified Vaccines to the Specified VSS Doctor and any transactions between the Specified VSS Doctor and the Government Vaccine Supplier(s); and
- (d) save to the extent expressly set out in the Ordering Platform, the Government will not provide any assistance or perform any act or do anything whatsoever to ensure the delivery of the Specified Vaccines and Services (if applicable) by the Government Vaccine Supplier(s) and performance of the Government Vaccine Suppliers' obligations in accordance with the terms and conditions set out in the Ordering Platform (including the Terms and Conditions of the Ordering Platform and the Terms and Conditions for the Sale and Purchase of Vaccines).

4.2 The Specified VSS Doctor undertakes not to use or administer the Specified Vaccines ordered under the Doctor's Order(s) for any purposes other than provision of Vaccination to Scheme Participants under the Agreement without prior written approval by the Government.

4.3 The Specified VSS Doctor undertakes that he shall be responsible for the safe custody of and the due handover of clinical waste to any person(s) authorised by a Licensed Clinical Waste Collector after the Vaccination. He shall handle the clinical waste according to the Waste Disposal (Clinical Waste) (General) Regulation (Cap. 354O of the laws of Hong Kong) and any other applicable laws and regulations. He shall follow the Manuals and Guides, and guidelines from the Environmental Protection Department of the Government (EPD) at http://www.epd.gov.hk/epd/english/environmentinhk/waste/guide_ref/waste_guidelines.html and/or other instructions by the Government in handling clinical waste disposal.

5. Logo, Mini-poster and Publication

- 5.1 Upon enrolment in the Specified Programme, the Government will provide the Private Doctor with a logo (“**Logo**”) and a mini-poster (“**Mini-Poster**”) of the Specified Programme. The Private Doctor shall at all times display the Logo and Mini-Poster at the premises where the Private Doctor provides Services to Scheme Participants in a manner as specified by the Government. The Private Doctor shall not make any copies of the Logo or Mini-Poster, or display the Logo or Mini-Poster at any premises other than that specified by the Government.
- 5.2 The Private Doctor shall write on the Mini-Poster the Co-payment chargeable for each type of Service provided.

6. Termination of Participation of the Private Doctor

- 6.1 Without prejudice to other provisions in the Agreement and to any other rights, actions or remedies available to the Government, the Government may at any time by written notice terminate forthwith the participation of the Private Doctor in the Specified Programme without entitling the Private Doctor to any compensation therefor if the Private Doctor ceases to comply with any enrolment criterion of the Specified Programme.
- 6.2 Either the Government or the Private Doctor may terminate the Agreement without the need to state any reason by giving seven days’ prior written notice to the other of them and the Agreement shall terminate on the date specified in the notice.
- 6.3 A person shall cease to be a Private Doctor immediately upon the termination of the Specified Programme or the Agreement. Immediately upon a person ceasing to be a Private Doctor in any of the aforesaid manners:
- (a) the Government shall cease to be obliged to pay that person any amount (including but not limited to the Government Subsidy) for any Services provided to Scheme Participant(s) whether before or after the cessation of such person as the Private Doctor;
 - (b) such person shall:
 - (i) cease to distribute Consent Forms of the Specified Programme;
 - (ii) cease to use or otherwise input any data into the IT Platform and the Ordering Platform;
 - (iii) remove and destroy the Logo and Mini-Poster provided by the Government;
 - (iv) not procure, facilitate or arrange any Scheme Participant (or parent or guardian of a Scheme Participant who is a minor or mentally incapacitated) to complete or execute any Consent;

- (v) comply with all directions and requirements made by the Government to give effect to the cessation of the person to be a Private Doctor; and
- (vi) cease to present himself in anyway as a Private Doctor.

6.4 Alternative to the immediate termination of the Agreement, but without prejudice to its power to effect termination subsequently, the Government may suspend the Private Doctor's entitlement to participate in the Specified Programme by written notice to the Private Doctor ("**Suspension Notice**"):

- (a) upon occurrence of any of the events specified in Clauses 6.2(a) to (k) of the General Terms;
- (b) upon investigation or hearing or prosecution or trial in relation to any allegation of occurrence of any event specified in Clauses 6.2(a) to (k) of the General Terms whether by the Health Bureau, agents to the Health Bureau, statutory body (including the Medical Council of Hong Kong) or any law enforcement agencies of Hong Kong or the courts of Hong Kong;
- (c) if the Private Doctor does not comply with the requirements to maintain listing in the PCD or "Primary Care Register" ("**PCR**") after its establishment;
- (d) if the Private Doctor ceases to be listed in the PCD / PCR after its establishment; or
- (e) under any other circumstances as considered necessary by the Government.

6.5 The suspension period, if not specified in the Suspension Notice, will take effect from the date of the Suspension Notice until a written notice issued by the Government to lift the Suspension (if any) or the termination of the Agreement, whichever is earlier ("**Suspension Period**"). The Government has no obligation to pay the Private Doctor for any Services provided during the Suspension Period, as well as any outstanding Government subsidies which have not been paid to the Private Doctor. During the Suspension Period, the consequences specified in Clauses 6.3(a) and (b) above shall equally apply to the Private Doctor.

7. Prohibition from Service Provision

7.1 On and from a date to be specified in an announcement by the Government in its absolute discretion that a Private Doctor must provide the Services at either a Licensed Private Healthcare Facility or an Exempted Clinic, the Private Doctor shall not be permitted to provide Services at a location which does not fulfil such requirement.

7.2 Notwithstanding Clause 7.1 above, the Private Doctor shall not be permitted to provide Services at a Service Location by the Government's notice in writing with immediate effect if:

- (a) the holder of the licence of a Licensed Private Healthcare Facility, or the operator of an Exempted Clinic, or the operator of a Private Healthcare Facility, objects by writing to the Government to the Vaccination at such Service Location by the Private Doctor, or;

- (b) the Government is of the opinion that such Service Location is not suitable for Vaccination, regardless of the requirement of the PHFO.

7.3 In the event the Private Doctor is no longer registered with any Service Location, the Government may terminate the participation of the Private Doctor pursuant to Clause 6.1 above.

8. Government Disclaimer

8.1 The Government does not warrant or represent that:

- (a) the IT Platform is free from any third party rights or restriction on use;
- (b) the IT Platform is free from defects in materials, design and workmanship;
- (c) the use of the IT Platform will meet Private Doctor's data processing requirements, the requirements of the Specified Programme(s) or the requirements of any machine, equipment or hardware or software used or to be used by the Private Doctor in relation to the IT Platform and its Ordering Platform (as the case may be); or
- (d) the operation of the IT Platform will be uninterrupted or error free.

8.2 The Government shall not be liable to the Private Doctor for any claims, actions, investigations, demands, proceedings, brought or instituted against the Private Doctor, or any liabilities, compensation, damage, loss, costs, charges and expenses which the Private may sustain or incur in relation to the Private Doctor's enrolment in the Specified Programme, the use of the IT Platform or inability to obtain any Government Subsidy for any Vaccinations provided.

9. Order of Precedence

9.1 In the event of, and only to the extent of, any conflict or inconsistency amongst or between any provisions of the Agreement, the following order of precedence shall be applied, but only in so far as is necessary to resolve that conflict or inconsistency:

- (a) Specific Terms and Conditions;
- (b) General Terms and Conditions; or
- (c) all other components of the Agreement published or issued by the Government; and
- (d) anything submitted by the Private Doctor and included as part of the Agreement.

SCHEDULE

1. Use of terms common to all types of Vaccinations

“Hong Kong Resident” means the person is holding any of the following types of identity document:

- (a) Hong Kong Identity Card within the meaning of the Registration of Persons Ordinance (Cap. 177 of the laws of Hong Kong);
- (b) Birth Certificate issued under section 9(4) of the Births and Deaths Registration Ordinance, Cap. 174;
- (c) certificate of exemptions issued by the Commissioner of Registration to a person who by virtue of regulation 25(e) of the Registration of Persons Regulations, Cap. 177A is not required to be registered under the Immigration Ordinance, Cap. 177; or
- (d) valid travel document of the Eligible Person showing his Hong Kong resident status and his date of birth.

For non-permanent Hong Kong Identity Card holder, the permission to stay in Hong Kong as granted by the Government must not have expired on the day of Vaccination.

“Vaccination Period” means, in respect of a type of Vaccine, a period during which the Private Doctor may provide Vaccination to a Scheme Participant as announced by the Government.

Details of the Services–

In respect of the Specified Programme, means those services, tasks and objectives to be performed or achieved by the Private Doctor before, during and after the Vaccination, in the specified chronological order in accordance with the requirements and provisions of the Agreement, in particular the actions as stipulated in Clause 2.15 of these Specific Terms and Conditions.

2. Types of Vaccines

The Private Doctor may administer (i) seasonal influenza vaccines; and / or (ii) pneumococcal vaccines to Scheme Participants during the Vaccination Period.

A. Seasonal Influenza

Government Subsidy for one dose of Vaccination of seasonal influenza vaccine: HK\$260

“Eligible Person” for administration of seasonal influenza vaccine, in respect of the Specified Programme means a person who:

- (a) is a Hong Kong Resident;
- (b) falls within any one of the following Target Groups:
 - (i) she is pregnant at the time of Vaccination;
 - (ii) he is aged between six months to under 18 when the Vaccination is given, or is still a student of a secondary school registered under the Education Ordinance (Cap 279 of the Laws of Hong Kong) in the school year when the Vaccination is given;
 - (iii) he is aged 50 or above in the calendar year when the Vaccination is given;
 - (iv) he is aged six months or above holding:
 - (1) the “Registration Card for People with Disabilities” (with indication of intellectual disability / mentally retarded) issued by the Labour and Welfare Bureau (Central Registry for Rehabilitation) of the Government;
 - (2) a certificate issued by a Registered Medical Practitioner certifying he is a person with intellectual disability and is eligible for subsidised Vaccination; or
 - (3) a certificate issued by the person-in-charge of the Designated PID Institution certifying he is a user of the institution;
 - (v) he is receiving disability allowance and holding the disability allowance approval letter issued by the Social Welfare Department of the Government;
 - (vi) he is aged 18 to under 50 who is a recipient of standard rate of “100% disabled” or “require constant attendance” under the “Comprehensive Social Security Assistance Scheme” (“CSSA”) holding:
 - (1) a “Certificate of CSSA Recipients (for Medical Wavers)” issued before 15 December 2018; or
 - (2) the new Annex page of “Notification of Successful Application / Notification of Revision of Assistance”;
 - (vii) he is aged 18 to under 50 who has specified chronic medical conditions*; and

- (c) has joined the eHealth if aged 18 or above [#].

The Government shall provide the Government Subsidy to the Private Doctor for administration of:

- (a) one dose of seasonal influenza vaccine for each Scheme Participant during each Vaccination Period (other than those who are aged under nine and have never been administered any seasonal influenza vaccine in their lifetime); or
- (b) two doses of seasonal influenza vaccine for each Scheme Participant who is aged under nine and has never been administered any seasonal influenza vaccine prior to receiving any Vaccination of the seasonal influenza vaccine under the Specified Programme.

Documentary Proof of Eligibility

The Private Doctor is required to keep copy of the documentary proof of eligibility of Scheme Participant who falls into the Target Groups under Clauses 2A(b)(ii), (iv), (v) and (vi) above, and self-declaration form for Clause 2A(b)(vi) above.

*Specified chronic medical conditions comprise:

- (a) chronic cardiovascular (except hypertension without complication), lung, liver or kidney diseases;
- (b) metabolic diseases including diabetes mellitus or obesity (Body Mass Index 30 or above);
- (c) immunocompromised states related to weakened immune system due to conditions such as asplenia, Human Immunodeficiency Virus / Acquired Immune Deficiency Syndrome or cancer / steroid treatment; and
- (d) chronic neurological conditions that can compromise respiratory functions or the handling of respiratory secretions or increase the risk for aspiration, or those who lack the ability to take care of themselves.

[#]For details, please refer to the VSS Doctors' Guide.

B. Pneumococcal Vaccine

A Vaccination is one dose of pneumococcal vaccine to be administered to an Eligible Person within the Vaccination Period.

“Eligible Person” for administration of pneumococcal vaccine means a Hong Kong Resident aged 65 years or above in the calendar year when the Vaccination is given and has joined the eHealth.

Target Group in respect of 23-valent pneumococcal polysaccharide vaccine (23vPPV)

- (a) An Eligible Person **without** high-risk conditions# and has never received 23vPPV and PCV13 or PCV15 vaccinations before; or
- (b) an Eligible Person **with** high-risk conditions# and has never received 23vPPV vaccination before but has received PCV13 or PCV15 at least one year prior to the proposed 23vPPV vaccination. The interval between 23vPPV and PCV13 or PCV15 must be at least one year.

The Government Subsidy payable to the Private Doctor for 23vPPV vaccination administered to an Eligible Person under the Specified Programme is HK\$400 per dose.

Target Group in respect of 15-valent pneumococcal conjugate vaccine (PCV15)

- (a) An Eligible Person **with** high-risk conditions# and has never received PCV13 or PCV15 and 23vPPV vaccinations before; or
- (b) an Eligible Person **with** high-risk conditions# and has never received PCV13 or PCV15 vaccination but has received 23vPPV at least one year prior to the proposed PCV13 or PCV15 vaccination. The interval between 23vPPV and PCV13 or PCV15 must be at least one year.

The Government Subsidy payable to Private Doctor for PCV15 administered to a Scheme Participant under the Specified Programme is HK\$800 per dose. The Government has no obligation to reimburse the Government Subsidy to Private Doctor for the second dose of PCV15 if the Eligible Person has already received one dose of PCV13 or PCV15.

High-risk conditions include:

- (a) history of invasive pneumococcal disease, cerebrospinal fluid leakage or cochlear implant;
- (b) chronic cardiovascular (except hypertension without complication), lung, liver or kidney diseases;
- (c) metabolic diseases including diabetes mellitus or obesity (Body Mass Index 30 or above);
- (d) immunocompromised states related to weakened immune system due to conditions such as asplenia, Human Immunodeficiency Virus / Acquired Immune Deficiency Syndrome or cancer / steroid treatment; and
- (e) chronic neurological conditions that can compromise respiratory functions or the handling of respiratory secretions or increase the risk for aspiration, or those who lack the ability to take care of themselves.

Terms and Conditions of the Ordering Platform

1. General

- 1.1 The Government of the Hong Kong Special Administrative Region (the “**Government**”) acting through the Health Bureau provides this IT platform (the “**Ordering Platform**” referred to in Clause 1.1 of the Terms and Conditions for the Sale and Purchase of Vaccines) and related services subject to your compliance with the following terms and conditions (the “**Platform T&Cs**”). Please read them carefully. The use of the Ordering Platform shall be governed by these Platform T&Cs. By accessing and / or using the Ordering Platform, you confirm that you have read, understood, and unconditionally accepted and agreed to be bound by these Platform T&Cs. The Platform T&Cs may be revised and / or amended from time to time by the Government without prior notice to any person. Accessing or using or linking to the Ordering Platform after such revisions and/or amendments constitutes acceptance of such revisions and / or amendments. Please check the Platform T&Cs regularly for any revisions and / or amendments which may be made.
- 1.2 In consideration of the Government providing the use of the Ordering Platform, by using the Ordering Platform, you hereby unconditionally accept the Platform T&Cs. If you do not agree to the Platform T&Cs, please do not use the Ordering Platform or the related services provided thereon.

2. The Ordering Platform

- 2.1 The Ordering Platform is an electronic platform enabling the Specified VSS Doctor (“**the Specified VSS Doctor**” referred to in Clause 1.1 of the Terms and Conditions for the Sale and Purchase of Vaccines) for ordering the vaccine specified on the Ordering Platform (“**Vaccines**”) directly from the supplier(s) appointed by the Government (“**Contractor(s)**”) to supply the Vaccines to the Specified VSS Doctor on the Ordering Platform.
- 2.2 You shall use the Ordering Platform in accordance with the Platform T&Cs and any direction, user manual(s), and guideline(s) provided by the Government from time to time.
- 2.3 You shall assume full responsibility for keeping all your user IDs and passwords for your account(s) of the Ordering Platform secure and confidential from unauthorised use. You shall immediately notify the Government of any unauthorised use of your user ID and password or any other breach of security.

3. Data Privacy

- 3.1 All personal data you provided to the Ordering Platform will be kept by the Government in accordance with the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of the Hong Kong) (“**the PDPO**”).
- 3.2 Any personal data you provided to the Ordering Platform will be kept properly by the

Government. The information is used by the Government for the purposes stated on the respective screens on which it requests the provision of personal data or otherwise for any of the purposes as stated in Clause 3.3 (a) to (c) below. Refusal to supply personal data may result in the Government being unable to process the request. In addition, personal data may be used for other purposes as specified below.

- 3.3 Any and / or all personal data provided to the Government via the Ordering Platform may be used or disclosed by the Government, its employees, contractors, agents for any of the following purposes (where appropriate):
- (a) the operation and administration of the Ordering Platform or the provision of services through the Ordering Platform;
 - (b) enforcement of the Government's rights and obligations under these Platform T&Cs;
 - (c) data alignment among Government healthcare-related programmes, systems, platforms and directories;
 - (d) statistical, monitoring, evaluation and research purposes;
 - (e) complying with any legal, governmental or regulatory requirement including any disclosure or notification requirements.
- 3.4 In relation to personal data belonging to you, you acknowledge and consent that it may be disclosed to other persons for purposes mentioned above.
- 3.5 You have the right of access and correction with respect of your personal data as provided for in sections 18 and 22, and Data Protection Principle 6 of Schedule 1 to the PDPO. The right of access includes the right to obtain a copy of the personal data provided belonging to you.
- 3.6 Enquiries concerning the personal data kept in the Ordering Platform including the making of access and corrections, should be addressed to:

VSS Programme Office (Strategic Purchasing Office)

Tel. no.: 2125 2299

Email address: vssdoctor@healthbureau.gov.hk

4. Copyright

- 4.1 All contents on the Ordering Platform such as text, graphics, logos, buttons, icons, images and software are the properties of the Government (or its content providers or suppliers which the Government is licensed to use) and are protected under the laws of Hong Kong and / or relevant international copyright laws.

- 4.2 The compilation (i.e. the collection, arrangement and assembly) of all contents on the Ordering Platform are the exclusive property and ownership of the Government and are protected under the laws of the Hong Kong and/or relevant international copyright laws. Software used on the Ordering Platform is the property of the Government (or its software providers or suppliers which the Government is authorised and licenced to use) and protected under the laws of the Hong Kong and / or relevant international laws protecting intellectual property rights.
- 4.3 All contents and software on the Ordering Platform may be used as a resource or venue for the sale and purchase of Vaccines between the Specified VSS Doctor and Contractor(s). Any other use including the reproduction, modification, distribution, transmission, republication, display or performance of any or all the contents on the Ordering Platform is strictly prohibited.
- 4.4 You must not upload or transmit any material with contents that infringe intellectual property rights of any person.

5. Termination

- 5.1 If you do not comply with any of these Platform T&Cs, or has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security, the Government reserves the right to terminate or suspend your account with the Ordering Platform. Upon such termination or suspension, you shall immediately cease to have access to the Ordering Platform.
- 5.2 The Government may monitor your compliance with the Platform T&Cs. The Government also reserves the right to modify, suspend/cancel or discontinue any or all channels, or services available on the Ordering Platform, and the right to terminate, suspend or remove your account with the Ordering Platform, without cause and at any time without prior notice.

6. Disclaimer and Limitation of Liability

- 6.1 You agree that use of the Ordering Platform is at your sole risk. The Ordering Platform is provided on an “as is” and on an “as available” basis. The Government expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 6.2 The Government makes no warranty that the Ordering Platform will meet your requirements or expectation, that the Ordering Platform will be uninterrupted, timely, secure, or error free; nor does the Government make any warranty as to the results that may be obtained from the use of the Ordering Platform or as to the accuracy or reliability of any information obtained from the Ordering Platform.
- 6.3 You agree that the Government shall not be responsible or held liable for any delayed, untimely, slow or unsuccessful download or upload of any documents, data, files or materials from or to the Ordering Platform or otherwise through the system or database of the Ordering Platform.

- 6.4 You agree that neither the Government nor any of its employees, contractors and agents shall be liable for any direct, indirect, incidental, special, consequential or exemplary damages, resulting from your use or the inability to use the Ordering Platform including without limitation lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill.
- 6.5 You waive and discharge any and all claims against the Government arising out of related access or lack thereof.

7. Indemnification

- 7.1 By using the Ordering Platform, you agree to defend, indemnify and hold harmless the Government and its employees, contractors and agents from and against all losses, expenses, claims, suits, demands and liability of any nature, including the Government's costs and expenses, arising out of the use of the Ordering Platform by you or non-compliance with any of these Platform T&Cs or anyone having gained access to the Ordering Platform by use of your account / user ID and password. This provision shall extend to claims and liability arising out of the use of copyrighted materials and other intellectual property by you or anyone having access to the material by means of your account(s) with the Ordering Platform.

8. Miscellaneous

- 8.1 You agree that you will not transfer, lend or assign whether for value or otherwise your account with the Ordering Platform to another person. Your account with the Ordering Platform and the user ID and password are personal to you and are not transferable or assignable.
- 8.2 These Platform T&Cs shall be governed by and interpreted in accordance with the laws of the Hong Kong. You agree to submit to the exclusive jurisdiction of the courts of Hong Kong.
- 8.3 The failure of the Government to exercise or enforce any right or provision of these Platform T&Cs shall not constitute a waiver of such right or provision. If any of these Platform T&Cs is found by a court of a competent jurisdiction to be invalid, you agree that the court should endeavor to give effect to the intentions of the Government as reflected in these Platform T&Cs, and the other provisions of these Platform T&Cs shall remain in full force and effect.
- 8.4 The parties hereto shall first refer any dispute or difference arising out of or in connection with these Platform T&Cs to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.
- 8.5 If the said dispute or difference is not settled by mediation according to Clause 8.4 above, a party may institute litigation in respect of the said dispute or difference. The parties hereto agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

Terms and Conditions for the Sale and Purchase of Vaccines

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

“Contract” means a contract to be formed utilising the Ordering Platform between the Contractor and the Specified VSS Doctor for the sale and purchase of the Vaccine(s) comprising these Terms and Conditions, an Order and the acceptance by the Contractor of that Order;

“Contract Price” means the amount payable for an Order calculated by multiplying the Government Specified Unit Price and the number of doses of the Vaccines ordered and delivered under that Order subject to the terms and conditions of the Contract;

“Contractor” means the supplier appointed by the Government to supply the Vaccines to the Specified VSS Doctor on the Ordering Platform;

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

“Government Specified Unit Price” means the unit price of one dose of the Vaccine specified on the Ordering Platform;

“Government’s Contract” means the contract entered into between the Government and the Contractor, which among other things, provides for the supply of the Vaccines by the Contractor to the Specified VSS Doctor at the Government Specified Unit Price(s);

“Government-subsidised Primary Healthcare Programme” means the “Chronic Disease Co-care Scheme / Primary Healthcare Co-care Network”, “Colorectal Cancer Screening Programme”, “Breast Cancer Screening Pilot Programme Phase II”, “Elderly Health Care Voucher Scheme”, “General Outpatient Clinic Public-Private Partnership Programme”, or any other programme or initiative as prescribed by the Government from time to time;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“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 of the laws of Hong Kong);

“Order” means the order for Vaccines issued or placed by the Specified VSS Doctor on the Ordering Platform;

“Ordering Platform” means the module in the IT platform provided by the Government to the Specified VSS Doctor for ordering the Vaccines directly from the Contractor;

“Parties” means the Specified VSS Doctor or the Contractor; and **“Party”** shall mean any of them;

“Place of Origin” means the place of origin of the Vaccine as specified by the Contractor in the Government’s Contract;

“Private Doctor” means in respect of a Specified Programme, the Registered Medical Practitioner whose application for enrollment in such Specified Programme has been accepted by the Government;

“Registered Medical Practitioner” has the meaning ascribed to “registered medical practitioner” under the Section 2 of the MRO;

“Scheme Participant” means in respect of a Specified Programme, an eligible person who has presented himself in front of the Private Doctor for the purpose of receiving Services;

“Specified Programme” means any of / either of the Vaccination Subsidy Scheme and any other Government initiated programme as may be announced by the Government from time to time;

“Specified VSS Doctor” means a Private Doctor who has successfully enrolled in the Specified Programme and at least one Government-subsidised Primary Healthcare Programme on the date specified by the Government;

“Vaccination Subsidy Scheme” means a scheme that provides subsidised vaccination to eligible Hong Kong residents through the participation of Private Doctors;

“Vaccines” means the vaccine specified on the Ordering Platform;

“VSS Doctors’ Guide” means the Doctors’ Guide for the VSS published on the website of the Centre for Health Protection at www.chp.gov.hk (as may be amended from time to time); and

“Working Day” means Monday to Friday, other than the following:

- (a) a public holiday; or
- (b) a day on which:
 - (i) Tropical Cyclone Warning Signal No. 8 or above is hoisted; or

- (ii) Black Rainstorm Warning Signal or “extreme conditions” announced by the Government is / are in force,

for any time during the normal business hours.

- 1.2 Words importing the singular only shall include the plural and vice versa where the context requires.
- 1.3 Words and expressions extend to their grammatical variations and cognate expressions.
- 1.4 Each gender includes the others where the context requires.
- 1.5 References to “laws” and “regulations” 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, regardless of the jurisdiction.
- 1.6 References to a day, month and year mean a calendar day, calendar month and calendar year respectively.
- 1.7 A time of a day shall be construed as a reference to Hong Kong time.
- 1.8 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.
- 1.9 The expressions “include” and “including” shall be construed without limitation to the words following.
- 1.10 References to Clauses and Appendices are references to clauses and appendices of and to the Contract. Clause and Appendix headings of the Contract are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of the Contract.
- 1.11 All legal and contractual relations relating to the sale and purchase of the Vaccines by the Contractor and the Specified VSS Doctor shall be considered a matter between the Contractor and the Specified VSS Doctor. The Government shall have no responsibility nor liability, and does not make any representation or warranty in relation to such Vaccines, their availability or consequences of usage, and the use of Ordering Platform.

2. Role of the Government

- 2.1 The Government provides the Ordering Platform to facilitate transactions between Specified VSS Doctor and the Contractor but is not a party to the contract to be entered into between the Specified VSS Doctor and the Contractor.

3. Obligations of the Parties

- 3.1 The Specified VSS Doctor shall:

- (a) place Orders through the Ordering Platform should the Specified VSS Doctor wish to use the Government Specified Unit Price(s) to purchase Vaccines from the Contractor;
- (b) ensure that the delivery location and contact information provided on the Ordering Platform is accurate and up to date and inform the Contractor of any changes in contact information as early as practicable;
- (c) cooperate with the Contractor for the necessary order, delivery, and payment arrangements of the Order(s);
- (d) accept delivery of the ordered Vaccines and inspect them within three (3) days from the date of such delivery;
- (e) check the updates by the Contractor on the Ordering Platform regarding the Order(s) and delivery status;
- (f) pay the Contractor the Contract Price(s) subject to the discount offered by the Contractor, if any, on any amount payable by the Specified VSS Doctor if payment is made in full within 14 Working Days counting from the payable date for such amount and the other terms and conditions of the Contract; and
- (g) keep in safe custody and duly handover clinical waste to any person(s) authorised by a Licensed Clinical Waste Collector after the vaccination.

- 3.2 The Specified VSS Doctor acknowledges that the Government is not party to the Contract and shall not be responsible or held liable for any obligation of the Contractor under the Contract. The Specified VSS Doctor agrees to contact and liaise with the Contractor directly in case of any issue, including but not limited to delivery error, incorrect quantity of the Vaccines delivered, drug recall, return of vaccines, delay on delivery, shelf-life problem, payment dispute including those arising from payment discount(s) (if any) offered by the Contractor, or any other disputes and shall endeavour to resolve such issue or dispute in good faith.

3.3 The Contractor shall:

- (a) upon receipt of an Order from the Specified VSS Doctor, contact with the Specified VSS Doctor directly in advance for the detailed arrangement of delivery;
- (b) deliver at its own costs and expenses the Vaccines of such ordered quantity to the Specified VSS Doctor at such location(s) as may be instructed by the Specified VSS Doctor in the Order if the designated delivery location(s) are situated within the boundary of Hong Kong, comprising Hong Kong Island, Kowloon, the New Territories (including Park Island and Sha Tau Kok) and all outlying islands (including Chek Lap Kok, Lantau Island, Discovery Bay and Cheung Chau) that can be reached by ferry, within five (5) Working Days; otherwise the Contractor need not bear costs and expenses of delivery and shall agree for the Specified VSS Doctor to bear such costs and expenses (for the avoidance of doubt, in no event shall the Government bear such costs or expenses);
- (c) input and update the delivery details into the Ordering Platform in a timely manner throughout the delivery processes for Government's and the Specified VSS Doctor's tracking of the Order's status;
- (d) store and deliver the Vaccines in accordance with the provisions of the Contract and in such conditions as recommended by the manufacturer of the Vaccines at all times prior to their receipt by the Specified VSS Doctor;
- (e) use the control mechanism, cold box and tools / devices, and the temperature data logger to be placed inside each cold box as indicated in the Government's Contract to ensure that the cold chain of the Vaccines will not be broken during their transit and provide documentary evidence satisfactory to the Specified VSS Doctor at each delivery location proving that the cold chain has not been broken, in compliance with the international standards for good storage and distribution practices or World Health Organization's "Good Storage and Distribution Practices for Medical Products" or equivalent, during the transit;
- (f) address all invoices and the related correspondences regarding the Order showing the details of the Contract Price to the Specified VSS Doctor;
- (g) settle all transactions concerning such supply of the Vaccines by the Contractor to the Specified VSS Doctor between the Contractor and the Specified VSS Doctor;
- (h) settle issues such as acceptance and rejection if so arise with the Specified VSS Doctor directly;
- (i) guarantee the quality of the Vaccines;

- (j) warrant that the Vaccines shall be free from any defect whatsoever in design, materials or manufacture, of merchantable quality and fit for the purposes for which the Vaccines are intended;
- (k) warrant that the Vaccines shall comply with all applicable laws and regulations of Hong Kong and the Place of Origin (including but not limited to those laws and regulations in relation to the manufacturing, production, importation, possession and sale of the Vaccines and environmental protection);
- (l) warrant that the Vaccines shall comply with all applicable orders and instruments issued by the Government or those of the competent authority in the Place of Origin; and
- (m) warrant that each dose of the Vaccines shall have a shelf-life not less than three (3) months from the date of delivery, which shall be evidenced by the expiry date shown on the packing of the Vaccines.

4. Acknowledgements and Confirmations

4.1 The Specified VSS Doctor acknowledges and agrees that:

- (a) the amount of Vaccines which the Specified VSS Doctor may procure from the Contractor will be subject to minimum and maximum quantity limits as imposed by the Government based on quantity of Vaccines provided, which is stipulated in the Government's Contract, and the allocation mechanism as specified by the Government from time to time. These limit may be updated by the Government from time to time, and the Specified VSS Doctor acknowledges that Vaccine availability is also subject to stock constraints as determined by the Contractor;
- (b) 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), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Contractor arising out of or in relation to any orders placed by the Specified VSS Doctor and contracts to be entered into in relation thereto between the Specified VSS Doctors and the Contractor, and any transactions between the Specified VSS Doctor and the Contractor; and
- (c) save to the extent expressly set out in the Contract, it is neither expected nor necessary that the Government will have to provide any assistance or perform any act or do anything whatsoever to ensure the delivery of the Vaccines and services (if applicable) by the Contractor and performance of the Contractor's obligations in accordance with the Contract.

4.2 The Contractor acknowledges and confirms that:

- (a) the Government and the Specified VSS Doctor rely on the Contractor's skill and judgment in supplying the Vaccines under the Specified Programme and the performance of its obligations under the Contract;
- (b) save to the extent expressly set out in the Contract, it is neither expected nor necessary that the Government will have to provide any assistance or perform any act or do anything whatsoever to ensure the delivery of the Vaccines and performance of its obligations in accordance with the Contract;
- (c) the Government shall not be held responsible for any issues and disputes between the Specified VSS Doctor and the Contractor;
- (d) the Government's provision of the Ordering Platform does not give rise to any statement, representation or warranty, express or implied, that the Government takes on any obligation as regards the Contract; and
- (e) the Government shall not be liable for any loss, destruction or damage (including without limitation any consequential loss, destruction or damage) howsoever arising from or otherwise in connection with any breach by the Contractor and the Specified VSS Doctor of the Contract.

5. Title and Risk

- 5.1 Title to the Vaccines shall pass to the Specified VSS Doctor upon delivery unless otherwise agreed in writing.
- 5.2 Risk in the Vaccines shall remain with the Contractor until delivery and acceptance by the Specified VSS Doctor at the agreed delivery location.

6. Audit and Compliance

- 6.1 The Specified VSS Doctor and the Contractor shall retain records relating to the Order(s) and the Contract for a period of seven (7) years from the date of delivery of the Vaccines, and shall make such records available for audit by the Government upon request.
- 6.2 Failure to comply with these provisions may result in removal of the participation of the Specified VSS Doctor and the Contractor from the Ordering Platform.

7. Dispute Resolution

- 7.1 In the event of any dispute between the Contractor and the Specified VSS Doctor arising out of the Contract, the Parties shall first attempt to resolve the matter amicably.

- 7.2 If the said dispute is not resolved according to Clause 7.1 above, it shall be resolved in accordance with Clause 8.2 below.

8. Governing Law and Jurisdiction

- 8.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.
- 8.2 The Specified VSS Doctor and the Contractor shall first refer any dispute or difference arising out of or in connection with these Terms and Conditions to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.
- 8.3 If the said dispute or difference is not settled by mediation according to Clause 8.2 above, a Party may institute litigation in respect of the said dispute or difference. The Parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

9. General Provisions

- 9.1 The Government may issue further operational guidelines or procedures from time to time, which shall be adhered to by all Parties.

10. Electronic Acceptance and Binding Effect

- 10.1 These Terms and Conditions, Order and the acceptance by the Contractor of that Order shall form a binding agreement between the Contractor and the Specified VSS Doctor.
- 10.2 By placing an Order vide the Ordering Platform, the Specified VSS Doctor agrees to purchase the Vaccines as specified in the Order from the Contractor in accordance with the Contract and confirms that he/she has read, understood, and agreed to be bound by these Terms and Conditions. By accepting an Order vide the Ordering Platform, the Contractor agrees to sell the Vaccines as specified in the Order to the Specified VSS Doctor in accordance with the Contract and confirms that he / she has read, understood, and agreed to be bound by these Terms and Conditions.
- 10.3 The execution of these Terms and Conditions by electronic means as described above shall constitute valid and binding acceptance under the laws of Hong Kong, including for the purposes of the Electronic Transactions Ordinance (Cap. 553 of the laws of Hong Kong), and shall have the same legal force and effect as a handwritten signature.

Undertakings and Declarations for Vaccination Subsidy Scheme

Unless specified otherwise, capitalised terms used herein shall have the meaning as ascribed to them in the “General Terms and Conditions” and “Specific Terms and Conditions” for the Specified Programme entitled “Vaccination Subsidy Scheme” (“VSS”).

In consideration of the Government, considering and / or approving the Registered Medical Practitioner’s application for enrolment in the Specified Programme (“**Application**”), the Registered Medical Practitioner acknowledges, confirms, undertakes, warrants, declares and agrees with the following:

1. I have carefully read and fully understood the terms and conditions set out in the Transaction Documents (including but not limited to these Undertakings and Declarations) (as defined in Clause 1.1 of the “Specified Programmes – General Terms and Conditions”) with respect to the relevant Specified Programme(s) as specified in the Application Form;
2. I am eligible to apply for enrolment in the Specified Programme according to the “Enrolment Guide for Vaccination Subsidy Scheme”;
3. I confirm I read and understood the Undertakings and Declarations for Vaccination Subsidy Scheme and that I am not aware of any non-compliance;
4. I shall submit to the Government such other information and documents as the Government may require from time to time in relation to my Application. My Application may not be processed by the Government if I fail to provide all information and documents required by the Government;
5. all undertakings, warranties, declarations, information and documents provided by me to the Government for my Application are and will be up-to-date, true, accurate and complete in all respects at the time of provision. If any undertaking, warranty, declaration, information or document given by me in the Application Form is not up-to-date, true, accurate or complete or I fail to comply with any provision of these Undertakings and Declarations, without prejudice to any powers, rights, remedies and claims that the Government may have under these Undertakings and Declarations or in law, the Government shall be entitled to reject my application immediately or immediately cancel my enrolment in the relevant Specified Programme if my Application has already been approved;
6. I have not withheld, nor am aware of, any material facts or circumstances that have not been disclosed to the Government which may influence the assessment of this Application or the decision of the Government in considering whether or not to approve this Application;
7. any non-disclosure or misrepresentation of any information required or provided in connection with this Application shall entitle the Government to reject this Application;
8. the Government, any of its agents or officers (including the Director of Health) and any

other persons authorised by the Government shall have full access to and transfer and use my personal data provided in relation to the Specified Programme as specified in the Application Form for the purposes set out in the Personal Information Collection Statement. The word “use” shall have the meaning given to it under the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong);

9. I hereby give consent for the Medical Council of Hong Kong to release at any time my personal data held by the Medical Council of Hong Kong to the Government, any agents or officers of the Government and any other person authorised by the Government for the purpose of processing this Application and, where necessary, for a verification procedure by electronic or other means to be carried out for that purpose;
10. I hereby give consent for the operator of the Service Location to release at any time my personal data held by the operator of the Service Location to the Government, any agents or officers of the Government and any other person authorised by the Government for the purpose of processing this Application and, where necessary, for a verification procedure by electronic or other means to be carried out for that purpose;
11. these Undertakings and Declarations shall be governed by and construed in accordance with the laws of Hong Kong;
12. I shall first refer any dispute or difference arising out of or in connection with these Undertakings and Declarations to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time;
13. if the said dispute or difference is not settled by mediation according to Clause 12 above, I may institute litigation in respect of the said dispute or difference. I agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference;
14. I shall inform in writing the Government immediately of any change in any information submitted in relation to this Application or if any such information is no longer applicable, true, accurate or complete and of any material change in circumstances affecting my eligibility for enrolment in the Specified Programme including any incidents of professional misconduct or negligence (whether substantiated or alleged);
15. I am not suspended or prohibited from practising as a Registered Medical Practitioner and holds a valid practising certificate issued under the MRO;
16. notwithstanding any provision hereof, the Government retains the ultimate discretion to approve, reject, withhold or cancel any Application submitted by me;
17. until this Application is rejected by the Government, or upon my successful enrolment in the Specified Programme and until I cease to be an enrolled Private Doctor, I shall comply at all times with all the terms and conditions of the Agreement; and
18. I acknowledge that:

- (a) I have had the opportunity to obtain independent advice, legal or otherwise, on the

Contract before entering into the same;

- (b) no Government assistance will be provided to ensure any Service Location meets the requirements of the PHFO; and
- (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), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by me arising out of or in relation to the failure of any Service Location to meet the requirements of the PHFO.

Personal Information Collection Statement for Vaccination Subsidy Scheme

Unless specified otherwise, capitalised terms used herein shall have the meaning as ascribed to them in the “General Terms and Conditions” and “Specific Terms and Conditions” for the Specified Programme entitled “Vaccination Subsidy Scheme” (“VSS”).

1. Purposes of Collection

1.1 Any information, including the personal data provided to the Government in connection with any application for enrolment in the Specified Programme (“**Application**”) by you, the applicant Registered Medical Practitioner (“**Applicant**”) in the Application Form or collected by the Government during the operation of the Specified Programme will be used by the Government for one or more of the following purposes (if applicable):

- (a) processing the Application including vetting information relevant to the Application, and assessing the eligibility of the Applicant;
- (b) verification, administration, monitoring, auditing and evaluation of the Specified Programme including but not limited to processing of subsidy payment, providing necessary health care services to Scheme Participants and investigation of incidents and complaints;
- (c) enhancing Government programmes to promote primary care;
- (d) statistical, scheme monitoring, evaluation and research purposes;
- (e) data alignment among Government healthcare-related programmes, systems, platforms and directories;
- (f) other purposes directly related to any of the above stated purposes; and
- (g) any other legitimate purposes as may be required, authorised or permitted by law.

1.2 The provision of personal data in the Application Form is voluntary. However, if you, as the Applicant, do not provide consent to the provision of personal data and sufficient information, the Government may not be able to process the Application.

2. Classes of Transferees

2.1 The personal data will be transferred to and used by the authorised user(s) or professional parties in the health field which are directly involved in the Specified Programme including but not limited to:

- (a) Private Doctors and their Authorised Users;
- (b) (i) the holder of the licence of a Licensed Private Healthcare Facility at the Service Location(s);

- (ii) the operator of an Exempted Clinic at the Service Location(s); and
- (iii) the operator of a Private Healthcare Facility at the Service Location(s);
- (c) the Primary Healthcare Commission (“**PHCC**”) and the operators appointed by PHCC;
- (d) investigation service providers appointed by the Government to provide investigation services (“**Investigation Service Providers**”) and their agents;
- (e) allied health professionals and their agents;
- (f) nurse clinics and their agents;
- (g) the Medical Council of Hong Kong, Nursing Council of Hong Kong, Pharmacy and Poisons Board and their agents;
- (h) the Hospital Authority and its agents; and
- (i) the Government’s agents;

for the purpose set out in Clause 1.1 above.

2.2 The personal data the Applicant provide will be kept confidential. However, such personal data provided by you may also be disclosed by the Government to other Government bureaux and departments, persons, organisations, professional regulatory boards and councils, and third parties including the Government’s work agents engaged for the Specified Programme for any of the purposes stated in Clause 1.1 above to the extent necessary.

2.3 The Government might disclose the information supplied to it by the Private Doctor in relation to his operation of the Specified Programme and performance of the Agreement, including but not limited to the information on his Service Location(s), the number of Vaccines administered by the Private Doctor for which Government Subsidy is payable, the number of claims that the Private Doctor made under the Specified Programme, the schedule and venue for vaccination at non-clinic setting, to a third party or another person for any purpose relating to the operation of the Specified Programme or other Government healthcare-related programmes / systems/ platforms / directories for data alignment purposes, statistical and research purposes, or any other legitimate purposes as may be required, authorised or permitted by law.

3. Access to Personal Data

3.1 You, the Applicant, shall have the right to request access to and to request the correction of your personal data under sections 18 and 22 and Data Protection Principle 6, Schedule 1 of the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong). A reasonable fee may be charged by the Government for processing any data access and / or correction request.

4. Enquiries

- 4.1 Any enquiries concerning personal data provided to the Government, including making data access and correction request, should be addressed to:

VSS Programme Office (Strategic Purchasing Office)

Tel. no.: 2125 2299

Email address: vssdoctor@healthbureau.gov.hk