OFFICIAL

Participation Agreement

**Provider Connect Australia – Subscriber Organisations**

**Australian Digital Health Agency**

**ABN 84 425 496 912**

**Click or tap here to enter Name.**

**Click or tap here to enter ABN/ACN.**

Date

This contract is dated Click or tap here to enter a date.

Parties

This contract is made between and binds the following parties:

1. **Australian Digital Health Agency**, an Australian Government entity established under the *Public Governance, Performance and Accountability (Establishing the Australian Digital Health Agency) Rule 2016,*  ABN 84 425 496 912 Level 25 (Reception), 175 Liverpool Street Sydney NSW 2000, (‘we’, ‘us’ or ‘our’)

1. **Click or tap here to enter Name.** Click or tap here to enter ABN/ACN.

Click or tap here to enter Address.(‘you’ or ‘your’)

Context

This contract is made in the following context:

1. We own and operate the Provider Connect Australia (PCA).
2. Organisations may publish certain information about their health-related services and service providers on the PCA.
3. As a Subscriber Organisation, you may access certain published information through the PCA subject to the terms and conditions of this Participation Agreement.

Operative provisions

In consideration of the mutual promises contained in this document, the parties to this contract agree as follows:

1. Definitions
   1. Unless the contrary intention appears, a term in bold type has the meaning shown opposite it:

|  |  |
| --- | --- |
| **Agency Rule** | means the *Public Governance, Performance and Accountability (Establishing the Australian Digital Health Agency) Rule 2016* (Cth). |
| **Commonwealth Entity** | has the same meaning as defined in section 10 of the *Public Governance, Performance and Accountability Act 2013* (Cth). |
| **Contracted Service Provider** | has the same meaning as defined in section 5 of the HI Act. |
| **Copyright Act** | means the *Copyright Act 1968* (Cth). |
| **Endorsement** | means endorsement of Registration that recognises that a person has an extended scope of practice in a particular area because they have an additional qualification that is approved by the National Health Practitioner Board. |
| **Health Information** | has the same meaning as defined in section 5 of the HI Act. |
| **Healthcare** | has the same meaning as defined in section 5 of the HI Act. |
| **Healthcare Identifier (and HI)** | has the same meaning as defined in section 5 of the HI Act. |
| **Healthcare Recipient** | has the same meaning as defined in section 5 of the HI Act. |
| **HI Act** | means the *Healthcare Identifiers Act 2010* (Cth). |
| **HI Regulations** | means the *Healthcare Identifiers Regulations 2020* (Cth). |
| **Identifying Information** | has the same meaning as defined in section 5 of the HI Act. |
| **Indemnified Person** | means us, our Personnel and the Commonwealth of Australia. |
| **Individual Healthcare Provider** | has the same meaning as defined in section 5 of the HI Act. |
| **Information Use Statement** | means your information use statements made in accordance with clauses 5.2. |
| **Moral Right** | has the same meaning as defined in section 189 of the Copyright Act. |
| **National Law** | means the *Health Practitioner Regulation National Law,* as in force in each State and Territory. |
| **Organisation User** | means a user that you have permitted to use the PCA Services. |
| **Participation Agreement** | means this contract. |
| **PCA Account** | means an account created by you to use the PCA Services. |
| **PCA** **Services** | means all services provided by us to you under this Participation Agreement in relation to the PCA. |
| **Permitted** **Subscriber Organisation** | means an organisation that a Publishing Organisation has permitted to access certain Published Organisation Information. |
| **Personal Information** | has the same meaning as defined in section 6 of the Privacy Act. |
| **Personnel** | means:  *in the case of us* – our, and the Commonwealth of Australia’s, officers, employees, contractors and advisers; and  *in the case of you* – your Responsible Person, Organisation Users, employees, contractors and advisers. |
| **Privacy Act** | means the *Privacy Act 1988* (Cth). |
| **PRODA** | means the Australian Government’s Provider Digital Access system. |
| **Profession** | means the name of the profession being practised by an Individual Healthcare Provider. |
| **Provider Connect Australia or PCA** | means the Provider Connect Australia platform. |
| **Published Organisation Information** | means all information about an organisation and its Personnel that a Publishing Organisation publishes on the PCA. |
| **Publishing Organisation** | means an organisation that uses the PCA to publish Published Organisation Information. |
| **Registration Type** | has the meaning given in the National Law. |
| **Registered** | means that a healthcare practitioner is registered to practise the Profession. |
| **Responsible Person** | means the person authorised by you to create the PCA Account on your behalf. |
| **Subscriber Organisation** | means an organisation that subscribes to the PCA to access Published Organisation Information. |

1. Use of the PCA
   1. You may access the PCA Services on a fee-free basis subject to your compliance with this Participation Agreement and in consideration of your use of the Published Organisation Information for the purposes of us providing the PCA Services to perform our functions, including, without limitation, under sections 9(1)(b), 9(1)(c) and 9(1)(i) of the Agency Rule.
   2. Other parts of the PCA may have specific terms and conditions of use which apply in addition to the terms and conditions of this Participation Agreement, and by accessing those parts of the PCA, you agree to those additional terms and conditions of use. We will provide you with at least 5 days’ prior notice of any new additional terms and conditions that we include on the PCA after the date of this Participation Agreement, but you must make your own inquiries as to any additional terms and conditions that apply as at the date of this Participation Agreement.
   3. We will provide the PCA as a service through a web based application hosted by us, found at [https://pca.digitalhealth.gov.au](https://pca.digitalhealth.gov.au/) where you may access certain Published Organisation Information that Publishing Organisations permit you to access subject to the terms and conditions of this Participation Agreement.
2. Healthcare Identifiers Act 2010
   1. You acknowledge that the HI Act regulates the collection, use and disclosure of Healthcare Identifiers and Identifying Information and applies to certain Published Organisation Information. We will not disclose any Healthcare Identifiers of Individual Healthcare Providers to you unless you ask us to, and we may ask you to read and sign a separate declaration before we do so. Where we disclose Healthcare Identifiers of Individual Healthcare Providers to you, we do so in our capacity as a Contracted Service Provider of the relevant Publishing Organisation.
   2. You represent and warrant that your use of the PCA Services will be in strict compliance with the HI Act and the HI Regulations, including, without limitation:
      * 1. that you will only use the PCA Services to collect the Healthcare Identifier of an Individual Healthcare Provider where that is permitted by and in accordance with the authorisations under and requirements of the HI Act and HI Regulations; and
        2. that you will only use or disclose the Healthcare Identifier of an Individual Healthcare Provider that you collect through your use of the PCA Services where that is permitted by and in accordance with the authorisations under and requirements of the HI Act and HI Regulations.
   3. Without limiting clause 3.2, you warrant that you will only collect, use and disclose a Healthcare Identifier of an Individual Healthcare Provider for the purpose of communicating or managing Health Information as part of:
      * 1. the provision of Healthcare to a Healthcare Recipient; or
        2. the management (including the investigation or resolution of complaints), funding, monitoring or evaluation of Healthcare.
3. Creating and using your account
   1. The person who creates your account to use the PCA Services on your behalf is the Responsible Person of your PCA Account. It is a condition of this Participation Agreement that you have only one PCA Account.
   2. You represent and warrant that the Responsible Person is, at the time of creation of the account, employed or contracted to your organisation and is authorised by you to create and use your PCA Account on your behalf.
   3. The Responsible Person is responsible for adding, deleting and managing Organisation Users who will be permitted to access the PCA Services on your behalf. The Responsible Person can also appoint one or more Organisation Users who will be able to add, delete and manage Organisation Users.
   4. You must ensure that the Responsible Person and all your Organisation Users comply with this Participation Agreement.
   5. The Responsible Person and all Organisation Users will be required to authenticate their identity by using PRODA before the PCA Account may be established and before accessing the PCA Services.
   6. You must keep usernames and passwords confidential, in safe custody and you must not allow unauthorised access. You are responsible for the Responsible Person’s and all your Organisations Users’ access to and use of the PCA Services.
   7. You must immediately notify the Agency via help@digitalhealth.gov.au if you become aware of any unauthorised access to or use of your PCA Account or the PCA Services.
4. Information Use Statements
   1. Publishing Organisations will select whether or not to permit you to access certain Published Organisation Information based on, amongst other things, your Information Use Statement/s. Publishing Organisations are responsible for the content of their Published Organisation Information and for deciding which Subscriber Organisations they permit to access their Published Organisation Information. To the extent permitted by law, we do not make any representation or give any warranty that:
      * 1. any Publishing Organisations will permit you to access their Published Organisation Information; or
        2. any Published Organisation Information will be complete, accurate, fit for any purpose or comply with any applicable laws.
   2. You must publish Information Use Statement/s on the PCA that:
      * 1. accurately describe how your organisation will collect, use and disclose Published Organisation Information;
        2. comply with your obligations, representations and warranties under clause 3; and
        3. are true and accurate.
   3. You represent and warrant that you will only collect, use or disclose Published Organisation Information as stated in your Information Use Statement that applies to the Published Organisation Information.
   4. You agree that by publishing your Information Use Statement/s through the PCA, we do not represent or warrant that it is accurate or that it complies with applicable laws, including, without limitation, the HI Act and HI Regulations. It is your sole responsibility to ensure that your Information Use Statement/s is true and accurate and complies with all applicable laws.
   5. You may update your Information Use Statement/s. Updates to your Information Use Statement/s must comply with clause 5.2. If you update your Information Use Statement/s, the representation and warranty in clause 5.3 continues to apply to your old Information Use Statement/s until the Publishing Organisation applies your new Information Use Statement/s to the Published Organisation Information.
   6. You must only use the PCA to access a Publishing Organisation’s Published Organisation Information if you are a Permitted Subscriber Organisation permitted to do so by the Publishing Organisation.
   7. Publishing Organisations may adjust their permissions through the PCA.
   8. You may not be able to access some or all Published Organisation Information at any given time.
5. Varying this Participation Agreement
   1. We may amend this Participation Agreement from time to time. We will give you three months’ notice of any amendment, except where it is not possible to give you that notice in the circumstances (e.g. because the amendment is required as a result of a change in applicable laws).
   2. If you continue to access or use the PCA Services after the effective date of the amendment you will be deemed to have accepted the terms and conditions, as amended.
   3. You (as your sole remedy) may terminate this Participation Agreement in accordance with clause 8.6 if you do not agree with any amendments to this Participation Agreement.
6. Privacy and confidentiality
   1. The privacy policy applicable to the PCA and PCA Services (PCA Privacy Policy) can be found at http://pca.digitalhealth.gov.au/privacy. By entering into this Participation Agreement you warrant and represent that you have read the PCA Privacy Policy and have provided a copy of the PCA Privacy Policy to your Responsible Person and Organisation Users. The PCA Privacy Policy may be varied from time to time and you should regularly check its terms.
   2. You represent and warrant that your use of the PCA Services will be in strict compliance with the Privacy Act, including without limitation that you will not use the PCA Services to collect, use or disclose Personal Information if doing so would be a breach of the Privacy Act including any Australian Privacy Principle. If you are not bound by the Privacy Act (for example, because you are not an APP Entity as defined in the Privacy Act) then you must comply with this clause as though you are bound by the Privacy Act. You agree to comply with any reasonable direction of the Agency in relation to compliance with the Privacy Act to the extent that it is consistent with these obligations.
   3. You may only use and must ensure that your Responsible Person and Organisational Users only use the PCA Services consistently with this Participation Agreement and in a manner that does not interfere with or harm other users of the PCA Services, the hosting site, the platform or other infrastructure through which the PCA Services are made available.
7. Suspension, termination and expiry
   1. You agree to provide us with evidence that you have complied with your obligations under this Participation Agreement promptly on our request. You also agree that we may monitor your use of the PCA Services, including to verify your compliance with this Participation Agreement.
   2. Without limiting the Agency’s other rights to terminate or suspend your access to and use of the PCA Services, where you have not complied with or have breached this Participation Agreement, or we suspect you have not complied with or have breached this Participation Agreement, we may terminate or suspend your access to and use of the PCA Services at any time without providing reason or notice and may hide or delete some or all Published Organisation Information or your Information Use Statements and any other material you may have published on the PCA.
   3. We may also suspend your access to the PCA Services or deactivate the PCA Services at our discretion (with or without notice), including:
      * 1. for scheduled or unscheduled maintenance and incident and problem management;
        2. where we believe there is a significant threat to the integrity, security or availability of the PCA Services or to any content or data on the PCA Service; and
        3. if we believe it is necessary or convenient for the operation and maintenance of the PCA Services.
   4. We may also terminate this Participation Agreement and your access to the PCA Services with or without reason at any time. We will use reasonable endeavours to give you six months’ notice of termination under this clause 8.4 (or if that is not possible or appropriate, as much notice as is possible or appropriate in the circumstances). However, you acknowledge that our failure to provide notice will not affect the validity of a termination under this clause.
   5. This Participation Agreement expires when we no longer provide the PCA Services to you.
   6. You may terminate this Participation Agreement without reason at any time by providing us at least 10 days’ notice in writing.
   7. On expiry or earlier termination of this Participation Agreement, your Responsible Person’s and your Organisation Users’ access to the PCA Services will immediately cease. Expiry or earlier termination does not affect the provisions of this Participation Agreement regarding your continued obligations including (without limitation) in relation to account use, Published Organisation Information, Information Use Statements, HI Act and HI Regulations, intellectual property, privacy, liability, and the indemnity provisions, of this Participation Agreement.
8. Intellectual property
   1. We own or license all intellectual property in the PCA. We grant you a licence for the term of this Participation Agreement to use the PCA Services subject to the terms and conditions of this Participation Agreement. Nothing in this Participation Agreement transfers or assigns any intellectual property rights to you or your Personnel.
   2. You must not infringe our or any third party’s intellectual property rights, for example by copying, disassembling or reverse engineering any element of the PCA or using the PCA Services other than in accordance with this Participation Agreement.
   3. You must not infringe any person’s intellectual property or Moral Rights, in material contained in the Published Organisation Information. You represent and warrant that you hold all necessary rights and consents to publish your Information Use Statements and any other material you may publish on the PCA.
   4. Subject to clause 3.2, you grant us a perpetual, non-exclusive, world-wide, royalty free licence, including the right to sublicense, and represent and warrant that you have all necessary rights to grant such a licence to us, to use, copy and publish, your Information Use Statements and any other material you may publish on the PCA, in connection with the operation of the PCA, including for us to exercise our powers and perform our functions under the Agency Rule in relation to the PCA and for us to permit Publishing Organisations to use your Information Use Statements and any other material you publish on the PCA for purposes reasonably connected with those organisations’ use of the PCA.
9. Liability and indemnity
   1. You and your Personnel use the PCA Services at your own risk. We give no representation or warranty regarding the performance, accuracy, reliability, fitness for purpose, non-infringement of third party rights, third party misuse or availability of the PCA, PCA Services or accuracy of the information published through the PCA. While we take reasonable steps to protect data in the PCA and made available through use of the PCA Services, we give no representation or warranty, and, to the extent permitted by law, expressly exclude all liability to you (and your Personnel) in connection with hacking, unauthorised access, introduction of any harmful code or corruption, misuse of or loss of data. This clause does not apply to the extent that an occurrence is caused by the negligence or other default of us and/or our Personnel.
   2. **Liability** 
      * 1. We and our Personnel shall not be liable for costs incurred by, or loss or damage which may be suffered by, you (including, without limitation, special, indirect, consequential or exemplary damages, damages for loss of profits, goodwill, contracts, data, or other intangible losses) as a result of:
      1. any action taken by us to provide the PCA Services to you or your Personnel, or assist you or your Personnel in accessing or using the PCA Services or any other PCA user;
      2. any act or omission of any other person using the PCA Services, including (without limitation) of a Publishing Organisation;
      3. the content of any Published Organisation Information;
      4. the use of the PCA services by you or your Personnel; or
      5. the failure of any network connection or any other IT system or infrastructure.
         1. This clause applies despite anything else in this Participation Agreement or any other terms and conditions published on other parts of the PCA, and to the fullest extent permitted by law.
         2. This clause does not apply to the extent that an occurrence is caused by the negligence or other default of us and/or our Personnel.
         3. Where we cannot by law exclude our liability to you, liability is limited to us using reasonable endeavours to provide the PCA Services to you. This clause applies despite anything else in this Participation Agreement or any other terms and conditions published on other parts of the PCA, and to the fullest extent permitted by law.
   3. **Indemnity**
      * 1. To the extent permitted by law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against you under or in connection with this Participation Agreement.
        2. You indemnify us and our Personnel (each an Indemnified Person) from and against any:
10. loss or liability incurred by the Indemnified Person;
11. loss of or damage to property of the Indemnified Person; and/or
12. loss or expense incurred by the Indemnified Person in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by an Indemnified Person,

arising in connection with:

1. any act or omission by you or your Personnel in connection with this Participation Agreement, where there was fault (including any negligent or otherwise tortious act or omission) on the part of the person whose conduct gave rise to that liability, loss, damage or expense;
2. any breach by you of your obligations, representations or warranties under this Participation Agreement; or
3. any claim by a third party in connection with our use (in accordance with this Participation Agreement) of the Information Use Statement or other material provided by you, including a claim that such material infringes the third party’s intellectual property rights or other rights.
   * + 1. Your liability to indemnify an Indemnified Person under clause 10.3.b will be reduced proportionately to the extent that any negligent or other tortious act or omission of the Indemnified Person contributed to the relevant liability, loss, damage, or expense.
       2. The right of the Indemnified Person to be indemnified under this clause 10:
4. is in addition to, and not exclusive of, any other right, power or remedy provided by law; and
5. does not entitle the Indemnified Person to be compensated in excess of the amount of the relevant liability, loss, damage, or expense.
   * + 1. You agree that we will be taken to be acting as agent or trustee for and on behalf of our Personnel from time to time.
6. Register Information Provided by the Australian Health Practitioner Regulation Agency
   1. Part of the function of the PCA Services is to provide you with access to data about Individual Healthcare Providers (**Register Data**) that is extracted from the national register maintained by the Australian Health Practitioner Regulation Agency in accordance with the National Law. The Register Data is supplied to us by the Australian Health Practitioner Regulation Agency.
   2. Without limiting any other part of this Participation Agreement, you acknowledge and agree that:
      * 1. the Register Data remains the property of the Australian Health Practitioner Regulation Agency. Nothing in this Participation Agreement assigns, grants or transfers to you any title or interest in the Register Data;
        2. any Register Data provided to you using the PCA Services is provided on an “as is” basis and may not be accurate or error free;
        3. neither us nor the Australian Health Practitioner Regulation Agency will be responsible for any action you take in reliance on any Register Data provided to you using the PCA Services (and you agree that we may enforce this clause for the benefit of the Australian Health Practitioner Regulation Agency);
        4. the PCA is not (and should not be used as) a tool to confirm an Individual Healthcare Provider’s registration status and does not replace the need to check the public register which is available on the Australian Health Practitioner Regulation Agency website;
        5. the inclusion of information about an Individual Healthcare Provider in any Register Data provided to you using the PCA Services:
           1. does not mean that Individual Healthcare Provider is Registered with the relevant health profession board at the time the PCA Services are searched;
           2. is only reflective of the Individual Healthcare Provider’s Profession;
           3. is reflective of Registered Individual Healthcare Providers at the time the Register Data is provided by the Australian Health Practitioner Regulation Agency to us, and at the time the relevant Publishing Organisation included the data in its Published Organisation Information;
           4. does not reflect:

the Registration Type held, including but not limited to general, specialist, provisional or limited;

the division of registration;

any Endorsement on the Individual Healthcare Provider’s Registration;

any Notation on the Individual Healthcare Provider’s registration; or

that the Individual Healthcare Provider is registered without restrictions that either prohibits or restricts their practice in the relevant health professions; and

* + - 1. you must not:
         1. aggregate any Register Data on behalf of third parties;
         2. commercialise the Register Data by selling it or otherwise providing it to a third party in return for a financial benefit;
         3. copy, reproduce or modify the Register Data (except through the ordinary use of the PCA Services); or
         4. transfer or store any Register Data outside of Australia.

1. Notices
   1. A notice under this Participation Agreement must be in writing and transmitted electronically by email:
      * 1. *by you to us* – emailed to pcanotices@digitalhealth.gov.au or as otherwise notified by us; or
        2. *by us to you* – emailed to the email address specified for notices in your PCA Account.
   2. You agree to keep your email address for notices up to date for the duration of the Participation Agreement.
2. Trustees
   1. If you enter into this Participation Agreement as a trustee of a trust, then you acknowledge and agree that:
      * 1. you are liable under this Participation Agreement both in your personal capacity and in your capacity as trustee of the trust;
        2. you represent and warrant that:
           1. the trust has been duly established and currently exists;
           2. you are the duly appointed, current and only trustee of that trust;
           3. in your capacity as a trustee, you have the power to enter into, and perform your obligations under, this Participation Agreement;
           4. you have complied with your obligations and duties under the trust deed, and at law in connection with your role as trustee, and there are no claims that you have not complied;
           5. no:

litigation, arbitration, dispute or other proceeding has been commenced, is pending or (to the best of your knowledge after reasonable enquiries) is threated; or

judgement or award has been given, made or is pending,

by or before any government agency which in any way affects or may affect your power or authority to enter into, or perform your obligations under, this Participation Agreement or any transaction contemplated by it.

* 1. The representations and warranties given in clause 13 are given on a continuing basis while this Participation Agreement remains in force.

1. General
   1. You cannot assign your obligations or rights under this Participation Agreement without our prior written approval, which may be withheld in our complete discretion, or given on conditions. We may novate our obligations and rights under this Participation Agreement to any other Commonwealth Entity.
   2. You must comply with all laws in connection with this Participation Agreement and you and your Personnel’s use of the PCA Services. This includes any privacy laws that apply to you in connection with your information handling practices.
   3. We may make changes to the PCA and PCA Services at any time without notice to you.
   4. Each of your representations and warranties in this Participation Agreement is given on a continuing basis during the term of this Participation Agreement.
   5. This Participation Agreement is governed by the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
   6. A reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision.
   7. Subject to clause 2.2, this Participation Agreement records the entire agreement between the parties in relation to its subject matter.
   8. As far as possible all provisions of this Participation Agreement will be construed so as not to be void or otherwise unenforceable.
   9. If anything in this Participation Agreement is void or otherwise unenforceable then it will be severed and the rest of the Participation Agreement remains in force.
   10. A provision of this Participation Agreement will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.
   11. This Participation Agreement may be executed by electronic means (including by applying an electronic signature or by providing a signed version of this Participation Agreement in scanned format). The parties agree that execution of this Participation Agreement by electronic means is intended and will bind the signing party in the same way, and to the same extent, as if the execution was an original signature.
   12. This Participation Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.
   13. The parties may exchange counterparts of executed copies of this Participation Agreement by electronic means. The parties agree that the electronic receipt of such executed counterparts will have the same effect as if the parties had exchanged an original Participation Agreement signed by all of the parties.
2. **Executed as a contract**
   1. Signatures

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of Australian Digital Health Agency ABN 84 425 496 912 |  | in the presence of |
|  |  |  |
| Name of authorised representative (print) |  | Name of witness (print) |
| Signature of authorised representative |  | Signature of witness |
| Position of authorised representative |  |  |
| Date |  | Date |

*[Choose the appropriate signature block according to the type of legal entity and delete the remaining options.]*

***##Corporation – Multiple Directors***

|  |  |
| --- | --- |
| **Executed** by **##insert company name ACN ##number** in accordance with s 127(1) of the *Corporations Act* *2001*: | )  )  ) |

Signature of Director Signature of Director/Company Secretary

Print full name Print full name

Date Date

***##Corporation – Sole Director***

|  |  |
| --- | --- |
| **Executed** by **##insert company name ACN ##number** in accordance with s 127(1) of the *Corporations Act* *2001*: | )  )  ) |

Signature of Sole Director ***##opt [***and Sole Company Secretary***]***

Print full name

Date

***##Corporation – Authorised Person***

|  |  |
| --- | --- |
| **Signed** for and on behalf of **##insert company name ACN ##number** by its agent in accordance with s 126(1) of the *Corporations Act 2001* by  ,  (print full name of signatory)    (print title of signatory)  in the presence of:    Signature of witness    Print full name of witness | )  )  )  )  ) Signature of signatory  )  )  ) Date  )  ) |

***##Partnership***

|  |  |
| --- | --- |
| **Signed** for and on behalf of ##name of partnership by: | )  ) |

Signature of witness Signature of partner

Print full name Print full name

Date Date

***##Individual***

|  |  |
| --- | --- |
| **Signed** by **##insert person’s name** in the presence of: | )  )  ) Signature |
|  | )  )  ) Date |

Signature of witness

Print full name of witness

*[Note: If you are contracting with a Trustee for a Trust you must check with the Agency's General Counsel as to whether other clauses are required in the contract. The Agency cannot contract directly with the trust – only the trustee. It may be necessary to check the Trust Deed]*

***##Trustee – Trustee Corporation Multiple Directors***

|  |  |
| --- | --- |
| **Executed** by **##name of trustee** **ACN ##number** in accordance with s 127(1) of the *Corporations Act* *2001* in its capacity as trustee of the ##name of trust: | )  )  )  ) |

Signature of Director Signature of Director/Company Secretary

Print full name Print full name

Date Date

***##Trustee – Trustee Corporation Single Director***

|  |  |
| --- | --- |
| **Executed** by **##name of trustee** **ACN ## number** in accordance with s 127(1) of the *Corporations Act* *2001* in its capacity as trustee of the ##name of trust: | )  )  )  ) |

Signature of Sole Director ***##opt [***and Sole Company Secretary***]***

Print full name

Date

***##Trustee – Person***

|  |  |
| --- | --- |
| **Signed** by **##name of trustee** in ##his/her capacity as trustee of the ##name of trust the presence of: | )  )  )  Signature of trustee  )  Date |

Signature of witness

Print full name of witness

|  |  |
| --- | --- |
| ***##Power of attorney – single***  **Signed** for and on behalf of **##name of party** **ACN ##number** by its attorney under a power of attorney dated    (insert date of power of attorney)  (who has no notice of revocation of that power of attorney as at the date of signature) in the presence of: | )  )  )  )  )  )  )  ) |

Signature of witness Signature of attorney

Print full name of witness Print full name of attorney

Date