



Australian Government

Department of Health and Aged Care

# Digital Transformation Impact Assessment

## EOI Conditions of Participation



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# Conditions of Participation

## Dated

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## Parties

Name	Department of Health and Aged Care ABN 83 605 426 75
Address	[Address]
Email	[Email]
Contact	[Name]
Short name	<b>Health</b>
Name	[Name]
Address	[Address]
Email	[Email]
Contact	[Name]
Short name	<b>Participant</b>

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## 1. Background

Health proposes to conduct an aged care sector Digital Transformation Impact Assessment to gain information about the impacts of changes for upcoming aged care reforms, and to facilitate information sharing with stakeholders for their benefit.

- 1.1 The Participant has been invited to participate in the Assessment and the Participant has accepted the invitation, with an understanding of the benefits to both Health and the Participant of doing so.
- 1.2 The Participant has agreed to participate in the Assessment on the terms of this Agreement.

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## 2. Definitions

- 2.1 In this Agreement, the following definitions apply:

**Agreement** means this Conditions of Participation Agreement.

**Assessment** means the Aged Care Sector Digital Transformation Impact Assessment.

**Confidential Information** means all information, documents and data in any form provided or made available to, or accessed by, the Participant in relation to the Assessment. **Confidential Information**

does not include information that is in the public domain other than due to a breach of this Agreement.

**Participant Confidential Information** means information identified by the Participant as constituting confidential information in accordance with clause 3.8. **Participant Confidential Information** does not include information that is in the public domain other than due to a breach of this Agreement.

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### 3. Conditions of Participation

- 3.1 This Agreement starts when it has been executed by both parties and will continue until completion of the activities arranged by Health for the Assessment, or until notified by Health.
- 3.2 The parties confirm that each party will benefit from the Assessment as follows:
  - 3.2.1 Health, through access to information about the impacts of changes will inform and facilitate the provision of information, resources and policy development relevant to aged care reform; and
  - 3.2.2 the Participant, through the opportunity to provide feedback to Health on the impact of changes, and to provide input that will be considered by Health in its provision of guidance to relevant stakeholders, and in policy development.
- 3.3 The Participant accepts the following terms of participation:
  - 3.3.1 participation is voluntary and no remuneration or costs will be paid to the Participant or any of its personnel in connection with the Assessment;
  - 3.3.2 the Participant will make available personnel with the skills requested by Health, to ensure that its participation is as valuable as possible for the Assessment;
  - 3.3.3 the Participant will engage in activities as offered and directed by Health (but may consult on timeframes, specific personnel and other details to ensure the Participant's engagement does not unreasonably impact its business activities);
  - 3.3.4 engagement by the parties during the Assessment is not intended to provide advice to the Participant in respect of its specific aged care reform compliance activities. Participants should seek their own advice about these matters;
  - 3.3.5 Health does not guarantee the quality, accuracy or completeness of any information that it, or any personnel assisting with the Assessment, provide to the Participant (including during any discussions). Participants are responsible for their use of any such information, including to validate that information; and
  - 3.3.6 the Participant may cease its involvement in the Assessment at any time, by notice to Health.

#### ***Conflict of Interest***

- 3.4 The Participant must notify Health of any conflict of interest (including any potential, perceived or actual conflict of interest) relevant to its participation in the Assessment, for example, any relationship a Participant person has with another stakeholder such as an IT provider. The parties will consult with one another to manage any conflict of interest. Health retains discretion to decide whether the conflict of interest can be effectively managed, and to exclude that Participant from further involvement in the Assessment if Health considers that action to be required.

#### ***Confidential Information***

- 3.5 The Participant must treat as secret and confidential all Confidential Information and must only:
- 3.5.1 use the Confidential Information for the purpose of the Assessment only; and
  - 3.5.2 unless this Agreement provides otherwise, disclose the Confidential Information only to its employees who have a need to know the Confidential Information for the purpose of the Assessment only.
- 3.6 Health may impose conditions on the disclosure of Confidential Information as it thinks fit, and the Participant must comply with those conditions.
- 3.7 Health may use, adapt and disclose any information made available by the Participant during the Assessment, whether that information is provided in writing or in oral communications.
- 3.8 The Participant may specify information that is confidential to the Participant (**Participant Confidential Information**), for example where a Participant provides information about its specific tools and methodologies used to achieve compliance with aged care regulatory requirements.
- 3.9 Health may access and utilise Participant Confidential Information in forming views about the likely impact of aged care reforms, and in developing guidance or information for publication to relevant stakeholders. Health may disclose this information to its personnel including contractors for this purpose, provided those personnel and contractors are subject to appropriate obligations of confidentiality.
- 3.10 Health will not otherwise publish the specific Participant Confidential Information without consent. The parties may consult with one another to determine a process by which Participant Confidential Information may be made available to industry stakeholders.

#### ***Intellectual Property***

- 3.11 Health retains intellectual property rights in any material it creates in connection with the Assessment. The Participant retains intellectual property rights in any material it contributes to the Assessment, but agrees that Health may utilise that information, including using it in material created by Health, on the terms set out in clauses 3.7 to 3.10 above.

#### ***Liability***

- 3.12 Health accepts no liability in connection with participation in the Assessment or in connection with any information made available by Health after the Assessment. Recipients of such information will be invited to utilise it as they wish in order to facilitate their understanding of the impacts of changes as part of aged care reforms, but will be required to ensure they identify and manage any associated risks.

#### ***Notifications***

- 3.13 Any notifications issued under this Agreement must be in writing and addressed to the contact person(s) on the covering page of this Agreement.

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## **4. Governing Law**

- 4.1 The laws of the Australian Capital Territory apply to and otherwise govern this Agreement. The Participant agrees to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect of all matters arising under, or in relation to, this Agreement.

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**5. Counterparts**

- 5.1 This Agreement may be signed by each party executing a separate copy ('**counterpart**'), and the counterparts taken together constitute one and the same document.

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**6. Entire Agreement**

- 6.1 This Agreement is legally binding and constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the parties with respect to the subject matter of this Agreement.

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**7. Execution**

- 7.1 The Participant confirms that the person who has executed this Agreement as representative of the Participant has authority to do so.

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**8. Variation**

- 8.1 No variation to this Agreement will be effective unless agreed in writing by both parties.

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**9. Survival**

- 9.1 Clause 3.12 survives the termination or expiry of this Agreement in accordance with clause 3.1. The termination or expiry of this Agreement does not affect any obligation to keep confidential information confidential, which continues indefinitely.

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**10. Severability**

- 10.1 Any provision of this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

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**11. Assignment and novation generally**

- 11.1 The Participant must not novate, assign or transfer any rights or obligations under this Agreement without Health's prior written consent.

**EXECUTED AS AN AGREEMENT**

**Participant**

SIGNED as an agreement for the  
Participant by an authorised officer:

in the presence of:

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Signature of authorised officer

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Signature of witness

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Name of authorised officer (print)

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Name of witness (print)

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Date

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Date

**Health**

SIGNED as an agreement for the  
Department of Health and Aged Care by an  
authorised officer:

in the presence of:

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Signature of authorised officer

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Signature of witness

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Name of authorised officer (print)

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Name of witness (print)

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Date

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Date