

Mandatory vaccination requirements (COVID-19)

Version 1 issued 13 December 2021

- (a) In this clause:
- i. “the contract” means the documents that constitute the final agreement between the parties, including this clause;
 - ii. “exemption” means a certificate issued by the Commonwealth that certifies the person has a permanent or temporary contraindication to all approved COVID-19 vaccines (or such other certificate as is accepted by us from time to time);
 - iii. “fully vaccinated” means receiving two doses of an approved COVID-19 vaccine and includes a third or subsequent dose as recommended from time to time; and
 - iv. “personnel” includes your directors and officers (including board members and committee members), whether paid or unpaid, an incorporated association of volunteers, and your workers (as defined in s 7 of the *Work Health and Safety (National Uniform Legislation Act 2011)*);
 - v. “we” and its other grammatical forms means the party to the contract that is the Northern Territory of Australia; and
 - vi. “you” and “your” means the party or parties to the contract that are not us.
- (b) You acknowledge it is our policy that, from 25 December 2021, it is a prerequisite to entering into any contract with us that you and your personnel are fully vaccinated for COVID-19 or have an exemption.
- (c) It is an essential term of the contract that:
- i. you and your personnel who are located in the Northern Territory are fully vaccinated for COVID-19 or have evidence of an exemption;
 - ii. you maintain processes, systems and records (including a register if required) of your personnel’s vaccination status and exemptions, and you promptly permit us to sight those processes, systems or records on our request; and
 - iii. you include in any subcontracts arising out of the contract substantially the same rights and obligations as this clause.
- (d) Despite any other provision of the contract, in the event of your failure to comply with this clause, we may, at our discretion, do one or more of the following by written notice:
- i. immediately suspend or reduce any payment to be made by us to you;
 - ii. recover from you a payment (or part of a payment) applicable to a period during which you failed to fully comply with this clause;
 - iii. immediately suspend or terminate the contract,

and we will not be liable for, and you will not be entitled to, further payments, damages, compensation, or any other remedy, whether in contract, tort or equity, in connection with us having taken action under this sub-clause (d).