**Continence Products Provider Published List Draft Deed**

### Parties

This Deed is made between and binds the following parties:

### Name National Disability Insurance Agency

###  ABN 25 617 475 104

and

Address Short name

13-19 Malop Street, Geelong VIC 3220

### NDIA

Name

Address Short name

### Provider

### Recitals

A. To help participants, their families and carers find trusted information on continence products and services, the NDIA is compiling and publishing a list of continence providers.

1. The Published List aims to give participants access to:
	* transparent pricing and product information to support informed choice
	* pricing discounts, reflective of the combined spending of NDIS participants
	* a wider range of products and service offerings
	* improved customer service
	* clinical support and product advice (assessment is not included)
	* affordable and timely supply to their chosen address, including those in rural and remote geographical locations.
2. This Published List aims to support participants’ decision making. Participants do not have to use the providers on the Published List; participants can continue to use their current provider or switch to another provider of their choice.
3. To be included on the Published List, providers agree to the terms of this Deed.

# Operative provisions

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

# Interpretation

* 1. In this Deed, unless the contrary intention appears:
		1. words importing a gender include any other gender;
		2. words in the singular include the plural and words in the plural include the singular;
		3. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
		4. words importing a person include a partnership and a body whether corporate or otherwise;
		5. a reference to dollars is a reference to Australian dollars;

f) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;

1. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
2. the Schedule and any Attachments form part of this Deed;
3. if any conflict arises between the terms and conditions contained in the clauses of this Deed and any part of the Schedule (and Attachments if any), the terms and conditions of the clauses of this Deed prevail;
4. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form;
5. wherever the context permits "NDIA" and "Provider" include their respective successors in title or assignees;
	1. a covenant on the part of two or more persons binds them jointly and severally and a covenant for the benefit of two or more persons is for the benefit of them jointly and severally; and

m) in the interpretation of this Deed no rules of construction apply to the disadvantage of any party on the basis that it put forward this Deed.

# Guidance on construction of Deed

* 1. As far as possible all provisions of this Deed will be construed so as not to be void or otherwise unenforceable.
	2. If anything in this Deed is void or otherwise unenforceable then it will be severed and the rest of the Deed remains in force.

# Defined Terms

* 1. In this Deed, unless the contrary intention indicates otherwise:
		1. a term in bold type has the meaning shown opposite it.

**Business Day** means a day that is not a Saturday, a Sunday or a
 public holiday in the place concerned.

**Commencement Date** means 29 October 2024.

**Deed** means this Deed and includes all Schedules and
Attachments (if any) to this Deed

**Deed Representative** refer to Schedule 1.

**Extended Term** means any period of 12 months following the Initial Term

**Initial Term** means a period of 12 months from the Commencement Date

**Notice** means a notice given under clause 24 of this Deed.

**Personnel** means any person who is an employee, officer, agent, contractor, subcontractor, intern, or volunteer of the Provider and is involved in providing the Products.

**Price** means the prices stated in Attachment 2 to this Deed and as amended by agreement in accordance with clause 12 from time to time.

**Products** means all products, sample products, consumable products, technical support and services included in the Published List against the Provider's name.

**Published List** means the list of Providers of continence products published by the NDIA on the National Disability Insurance Scheme **(NDIS or Scheme)** website.

**Senior Executive** refer to Schedule 1.

### Context

* 1. The parties acknowledge and agree that:
		1. This Deed is not a procurement of Products by the NDIA or any other entity.
		2. NDIS participants may, but are not under any obligation to, purchase Products from the Provider.
		3. This Deed does not guarantee that any or any quantity of Products will be purchased from the Provider.
		4. If an NDIS participant proposes to purchase Products from the Provider, the participant will contact the Provider directly.
		5. The Products, link to Provider's website, delivery locations, order methods and product selection and technical support available set out in Schedule 2 to this Deed will be published as part of the Published List.

f) For the avoidance of doubt, the NDIS Quality & Safeguards Commission is responsible for the management of complaints about providers.

# Commencement

* 1. The terms of this Deed apply on and from the Commencement Date.

# Duration

* 1. The duration of this Deed is for an initial term of 12 months.
	2. During the term of this Deed the NDIA reserves the right to refresh the List to include additional Providers from time to time.

# Options to extend

* 1. The NDIA may, in its absolute discretion, extend the duration of the Initial Term for up to two further periods of 12 months each (Extended Term). Any extension of the Initial Term, or Extended Term, will be in writing, by the issue of a Notice no less than 30 days before the expiry date of the Initial Term or, if applicable, any Extended Term.

# Entire agreement

* 1. This Deed represents the Parties' entire agreement in relation to the subject matter, at the time this Deed was entered.
	2. Anything that occurred before the making of this Deed shall be disregarded (unless incorporated into this Deed in writing). However, the Provider represents that the claims made in its response to the expression of interest about the Published List were correct when made and remain correct.

# Essential obligation

* 1. At all times, the Provider must be and remain registered with the NDIS Quality & Safeguards Commission in the registration group 'Assistive Products for personal care and safety'.

# Primary obligation

* 1. Upon request by an NDIS participant, the Provider must supply the Products at the Price and within the Delivery Timeframe to the Delivery Location, each as set out in Attachment 2.
	2. The Provider may elect not to supply the Products to a participant on reasonable grounds. The NDIA considers reasonable grounds may include, but is not limited to, issues beyond the Provider’s control such as unexpected supply chain delays.

# Secondary obligations

* 1. The Provider must promptly notify the NDIA of any change in circumstance, including but not limited to change in registration status with the NDIS Quality & Safeguards Commission, for consideration by the NDIA.
	2. The Provider must include information with each supply to indicate Products supplied to ensure ease of re-ordering for the NDIS participant.
	3. The Provider must ensure that NDIS participants who purchase Products from the Provider in accordance with the terms of this Deed are able to suspend or cancel any ongoing re-ordering or subscription arrangements with the Provider for the supply of the Products.
	4. Removal from the Published List
		1. The Provider may at any time, ask the NDIA’s Deed Representative to remove the Provider from the Published List.
		2. Any Provider request for removal from the list must be made in accordance with clause 24 (Notices) of this Deed.
		3. Removal of the Provider from the Published List under this clause 11.3 does not of itself terminate any agreement for services between the Provider and any participant.

# Changes and updates

# The Provider may propose a change to the Products and/or the Price no more than once every three months during the Initial Term, or, if applicable the Extended Term, provided the proposal includes an explanation for the proposed change.

# The Provider may propose a change to Provider specific information contained in the Schedules to this Deed at any time. Notice of any changes must be given to the NDIA with a notification period suitable to the proposed change.

# In relation to material changes that are detrimental to delivery or supply of the Products to NDIS participants, a 10 Business Day notification period is required.

# The NDIA will consider proposed changes in light of benefit to participants and/or the Scheme.

# The NDIA will not unreasonably withhold agreement to changes proposed by the Provider.

# Publication

# The Provider must publish its promise to supply Products and a mechanism for NDIS participants to order Products on the basis set out in this Deed:

* + 1. in a format that is compliant with the Web Content Accessibility Guidelines Version 2.0 (WCAG) for online material,
		2. on the same page as the list of Products and prices available to NDIS participants; and

c) for printed material, in a format that meets the standards described on the Australian Human Rights Commission's website, [Access for all: Improving accessibility for consumers with disability](https://humanrights.gov.au/our-work/employers/access-all-improving-accessibility-consumers-disability)

# Reporting

# The Provider must deliver to the NDIA a quarterly report which includes:

# details of services and supply of Products to NDIS participants using Attachment 1

# performance against clause 9 (Essential obligation) and clause 10 (Primary obligation);

# on a de-identified basis, the number of occasions and reasons why Provider has elected not to supply Products to participants under the exemption in clause 10 (Primary obligation);

# occasions of NDIS participants accessing clinically informed product support, technical product advice or information, where appropriate, about continence assessment services; and)

# any new service or product offerings that demonstrate continuous improvement to NDIS customers

# The Provider must respond to an ad-hoc request by the NDIA for the above data within 10 Business Days.

# NDIA's audit of Provider compliance

# The NDIA may audit the Provider's compliance with the terms of this Deed, provided that the NDIA provides 10 Business Days Notice of any such review.

# Privacy and protected Agency information

# In providing Products to an NDIS participant, the Provider must comply, and ensure its Personnel comply, with the *Privacy Act 1988* (Cth) (Privacy Act) and not do anything which, if done by the NDIA, would breach an Australian Privacy Principle as defined in that Act.

# Default

# If the Provider is in breach of clause 9 (Essential obligation), the NDIA may remove the Provider from the Published List.

# If the Provider is in breach of clause 10 (Primary obligation), the NDIA may give the Provider Notice that the Provider must show cause within 5 Business Days why the Provider should not be removed from the Published List.

# If the Provider fails to show cause in accordance with clause 17.2, the NDIA may immediately remove the Provider from the Published List.

# If the Provider is in breach of any one or more of the secondary obligations in clause 11 and fails to notify the NDIA of the breach and of the Provider’s plans to rectify the breach, the NDIA may remove the Provider from the Published List.

# Decisions about removal from the Published List are at the sole discretion of the NDIA.

# Reinstatement to the List

# A Provider who has been removed from the Published List may make a submission to the NDIA for reinstatement to the Published List up to 20 Business Days after removal. The submission must demonstrate how the cause of removal has been addressed and demonstrate that the Provider is once again fully compliant with all aspects of the Deed.

# Decisions about reinstatement to the Published List are at the sole discretion of the NDIA.

# A Provider can apply for reinstatement to the Published List no more than once in any one 12-month period.

### Termination

### If the NDIA removes the Provider from the Published List in accordance with clause 17 (Default), and the Provider has not remedied the breach at the end of 20 Business Days or has not been reinstated to the Published List, the NDIA may terminate the Deed.

### If the Provider breaches clause 9 (Essential obligation), the NDIA may terminate the Deed.

### If the Provider breaches clause 10 (Primary obligation), and the Provider has not remedied the breach at the end of 20 Business days, the NDIA may terminate the Deed.

### If the Provider breaches any one or more of the secondary obligations (clause 11) and fails to notify the NDIA of the breach and the Provider’s plans to rectify the breach, the NDIA may terminate this Deed.

### Without limiting any other right under this Deed or at law, the NDIA may at any time and for any reason terminate the Deed for convenience.

1. **Costs**
	1. Each party will bear its own costs in relation to the Deed.
2. **Notifiable Data Breaches**
	1. For the purposes of this clause 21:
		1. ‘Eligible Data Breach’ has the meaning given in section 6(1) of the Privacy Act; and
		2. ‘Personal Information’ has the meaning given in section 6(1) of the Privacy Act.
	2. The Provider must ensure that if its Personnel become aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Provider or the Provider’s Personnel in connection with this Deed, then the Provider’s Personnel must notify the NDIA in writing as soon as possible, which must be within three (3) days of becoming aware. The Provider must ensure that its Personnel take any action reasonably directed by the NDIA.
	3. If the Provider becomes aware that there are reasonable grounds to suspect that there may have been, or where the NDIA notifies the Provider that there has been, an Eligible Data Breach in relation to any Personal Information held by the Provider or the Provider’s Personnel in connection with this Deed, then the Provider must:
		1. notify the NDIA in writing as soon as possible, which must be within three (3) days of becoming aware, unless the NDIA is already aware of the Eligible Data Breach;
		2. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;
		3. unless otherwise directed by the NDIA, take all other action necessary to comply with the requirements of the Privacy Act; and
		4. take any other action as reasonably directed by the NDIA.
	4. The Provider must ensure that its Personnel are fully aware of, and abide by, this clause 21 in the supply of the Products.
3. **Operation and Effect of the NDIS Act**
	1. For the purposes of this clause 22:
		1. ‘Protected Agency Information’ has the meaning given in section 9 of the NDIS Act.
	2. The Provider must not, and must ensure that its Personnel do not, do any act or engage in any practice in relation to Protected Agency Information that is a breach of, or an offence under, the NDIS Act. The Provider acknowledges that any unauthorised use or disclosure of Protected Agency Information, and any offer to supply Protected Agency Information, is a criminal offence under the NDIS Act.
	3. The Provider must not, and must ensure that its Personnel do not, obtain, record, disclose, supply, use or otherwise deal with Protected Agency Information in any way, except:
		1. for the purposes of performing obligations under this Deed; and
		2. where permitted by the NDIS Act.
	4. The Provider must comply, and must ensure that its Personnel comply, with the NDIA’s record management policy and operational guidelines with respect to any Protected Agency Information that comes into their possession or control in connection with this Deed.
	5. The Provider must implement, and must ensure that its Personnel implement, all reasonable measures to ensure the requirements of this clause 20B are met.
	6. The Provider must notify, and must ensure that its Personnel notify, the NDIA if either the Provider or the Provider’s Personnel become aware that a disclosure of Protected Agency Information may be required by law. The Provider must only disclose, and must ensure that its Personnel only disclose, such information where permitted by the NDIS Act, including section 67G of the NDIS Act.
	7. The Provider must take, and must ensure that its Personnel take, all reasonable measures to ensure that:
		1. only authorised Provider Personnel have access to Protected Agency Information, and
		2. Protected Agency Information is protected against misuse, interference, loss, unauthorised access, modification, and disclosure.
	8. The Provider must immediately notify in writing and must ensure that its Personnel immediately notify in writing, the NDIA of any loss or unauthorised use, modification or disclosure of Protected Agency Information, as soon as the Provider or the Provider’s Personnel become aware of a breach of any obligation concerning such information.
	9. The Provider must notify in writing, and must ensure that its Personnel notify in writing, the NDIA of any investigation into a breach of, or an offence under, the NDIS Act in relation to Protected Agency Information.
	10. Upon written notice from the NDIA, the Provider must destroy or permanently de-identify, and must ensure that its Personnel destroy or permanently de-identify, any Protected Agency Information as soon as practicable after it is no longer required for the purpose for which it was originally collected.
	11. The Provider indemnifies the NDIA in respect of any cost, loss or damage suffered or incurred by the NDIA arising out of or in connection with:
		1. a breach of the obligations of the Provider under this clause 22, and
		2. any breach of the NDIS Act in relation to Protected Agency Information,

except to the extent that the cost, loss or damage is directly caused by a negligent or unlawful act or omission of the NDIA or any of its officers or employees.

* 1. The Provider must ensure that its Personnel are fully aware of, and abide by, the NDIS Act and this clause 22 in the supply of the Products.
1. **Disability Inclusion**
	1. For the purposes of this clause 23:
		1. ‘Relevant Disability Laws’ means all laws, regulations, rules, charters and standards related to the involvement or engagement of persons with disabilities in an employment context including the following, as originally made or enacted and as amended from time to time:
			* NDIS Act and related legislation;
			* Disability Discrimination Act 1992 (Cth) and related legislation;
			* Disability Services Act 1986 (Cth) and related legislation;
			* Equal employment opportunity legislation including the Workplace Gender Equality Act 2012 (Cth);
			* Workplace Health and Safety Act 2011 (Cth);
			* Fair Work Act 2009 (Cth);
			* Other applicable State and Territory legislation including the Human Rights Act 2004 (ACT) and the Charter of Human Rights and Responsibilities Act 2006 (Vic); and
			* Public Service Act 1999 (Cth) and related legislation.
	2. The Provider acknowledges, and must ensure that the Provider’s Personnel acknowledge, that:
		1. The NDIA is committed to ensuring that the principles in the United Nations Convention on the Rights of Persons with Disabilities are implemented and that the NDIA is acting in compliance with the obligations in the Relevant Disability Laws; and
		2. One of the key principles of the NDIS is that people with disabilities should be supported in all their dealings and communications with the NDIA so that their capacity to exercise choice and control is maximised in a way that is appropriate to their circumstances and cultural needs (see sections 4(9) and 17A(2) of the NDIS Act).
	3. To assist the NDIA comply with its obligations under Relevant Disability Laws, the Provider must do, and must ensure that the Provider’s Personnel do, the following in connection with this Deed:
		1. To the extent they apply to the Provider, comply with all Relevant Disability Laws;
		2. Provide all deliverables under this Deed in a format that is compliant with the Web Content Accessibility Guidelines, as amended from time to time; and
		3. Use its best endeavours to:
			* create a welcoming workplace and foster an inclusive culture, where people with a disability feel valued and encouraged to participate, and
			* attract, appoint, retain and develop employees with a disability.
2. **Working with Vulnerable Persons**
	1. Definitions
		1. For the purposes of this clause 24:
			* ‘Child’ means an individual under the age of 18;
			* ‘Criminal or Court Record’ means any record of any Other Offence;
			* ‘Law’ includes:
3. any law in force applying to the provision of the Products or this Deed;
4. the common law and equity;
5. any statute, act of Parliament, proclamation, order, regulation, rule, bylaw, ordinance, subordinate legislation or other regulatory measures; and
6. any certificate, licence, permit, authorisation, accreditation, code of practice, code of conduct or other requirement which is issued under an instrument referred to in the above bullet point;
7. ‘Other Offence’ means, in relation to any of the Provider’s Personnel, a conviction, finding of guilt, on the-spot fine for, or court order relating to:
8. an apprehended violence or protection order (howsoever described) made against any of the Provider’s Personnel;
9. one or more traffic offences involving speeding more than 30 kilometres over the speed limit, injury to a person or damage to property;
10. a crime or offence involving the consumption, dealing in, possession or handling of alcohol, a prohibited drug, a prohibited narcotic or any other prohibited substance;
11. a crime or offence involving violence against or injury to, but not the death of, a person;
12. a crime or offence involving dishonesty that is not covered by the definition of ‘Serious Offence’; or
13. an attempt to commit a crime or offence described above;
	* + - ‘Police Check’ means a formal inquiry made to the relevant police authority in an Australian State or Territory that is designed to obtain details of any of the Provider’s Personnel’s criminal convictions or findings of guilt in all places (within and outside Australia) in which the Provider knows the Personnel have resided;
			- ‘Serious Offence’ means:
14. a crime or offence involving the death of a person;
15. a sex-related offence or crime, including sexual assault (whether against an adult or Child), Child pornography, or an indecent act involving a Child;
16. fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or
17. an attempt to commit a crime or offence described above;
	* + - ‘Serious Record’ means a conviction or any finding of guilt regarding a Serious Offence; and
			- ‘Vulnerable Person’ means:
18. a Child; or
19. an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.
	1. Working with Vulnerable Persons
		1. Clause 24 applies to any part of the providing the Products that involves working, or contact, with Vulnerable Persons.
		2. The Provider must:
			* before engaging, deploying or redeploying any Personnel in relation to any part of providing the Products that involves working or contact with a Vulnerable Person; and
			* every one (1) year after the Provider’s Personnel are deployed or redeployed in relation to any part of providing the Products that involves working or contact with a Vulnerable Person;

do the following:

1. obtain a Police Check for the Provider’s Personnel, unless otherwise agreed by the NDIA;
2. confirm that no applicable Commonwealth, State or Territory Law prohibits the Provider’s Personnel from being engaged in a capacity where they may have contact with Vulnerable Persons;
3. comply with all other applicable Laws of the place in which that part of providing the Products is being conducted in relation to engaging or deploying the Provider’s Personnel in a capacity where they may have contact with Vulnerable Persons; and
4. comply with any other conditions required by the NDIA.
	* 1. If a Police Check indicates that any of the Provider’s Personnel have a Serious Record, the Provider must not deploy or redeploy those Personnel in relation to any part of providing the Products that involves working or contact with a Vulnerable Person.
		2. The Provider must:
5. if a Police Check indicates that any of the Provider’s Personnel have a Criminal or Court Record, not engage, deploy or redeploy those Personnel in respect of any part of providing the Products that involves working with Vulnerable Persons unless the Provider has conducted and documented a risk assessment for the Personnel in accordance with clause 20D.3;
6. within 24 hours of becoming aware of any of the Provider’s Personnel being charged or convicted of any Other Offence, or charged with any Serious Offence, comply with this clause 20D.2 and conduct and document a risk assessment in accordance with clause 20D.3 to determine whether to allow the Personnel to continue performing any part of providing the Products that involves working with Vulnerable Persons;
7. on becoming aware of any of the Provider’s Personnel being convicted of a Serious Offence, comply with this clause 20D.2 and immediately cease to deploy the Personnel in relation to any part of providing the Products that involves working or contact with a Vulnerable Person; and
8. notify the NDIA of the above matters.
	1. Risk assessment
		1. In undertaking the risk assessment under this clause 20D.3 in respect of the Provider’s Personnel, the Provider must take into account the following factors:
			* Whether the Criminal or Court Record is directly relevant to the role that they will or are likely to perform in relation to providing the Products;
			* The length of time that has passed since the charge or conviction and their record since that time;
			* The nature of the offence pertaining to the charge or conviction and the circumstances in which it occurred;
			* Whether the charge or conviction involved Vulnerable Persons;
			* The nature of the provision of Products which they are employed or engaged to perform and the circumstances in which they will or are likely to have contact with Vulnerable Persons;
			* The particular role they are proposed to undertake or are currently undertaking in relation to providing the Products and whether the fact they have a Criminal or Court Record is reasonably likely to impair their ability to perform or continue to perform the inherent requirements of that role;
			* Their suitability based on their merit, experience and references to perform the role they are proposed to undertake, or are currently undertaking, in relation to providing the Products; and
			* Any other factors the NDIA requires the Provider to take into account in conducting a risk assessment under this clause 24.3.
		2. After taking into account the factors set out above in respect of the Personnel, the Provider must undertake a risk assessment and prepare a risk assessment report, in a manner that the Provider considers appropriate, that:
			* determines whether any Personnel pose an unacceptable risk to Vulnerable Persons; and
			* proposes such action as is appropriate to protect Vulnerable Persons, such as:
9. not engaging, deploying or redeploying any Personnel in relation to providing the Products or any part of providing the Products;
10. removing any Personnel from working in any position or acting in any capacity in relation to any part of providing the Products that involves working or having contact with Vulnerable Persons;
11. making particular arrangements or imposing conditions in relation to any Personnel’s role in relation to providing the Products, or any part of providing the Products, and, where relevant, any Personnel’s contact with Vulnerable Persons; and
12. taking steps to protect the physical, psychological and emotional well-being of the Vulnerable Persons to whom provision of the Products relates.
	* 1. The Provider must provide a copy of the risk assessment report to the NDIA within 10 Business Days of completing it.
		2. Notwithstanding the Provider’s determination about, and proposed action in relation to, the Personnel as specified in the risk assessment report, the NDIA may, at its absolute discretion, require the Provider to replace any Personnel with an alternative who is acceptable to the NDIA.
13. **Workplace Gender Equality**
	1. For the purposes of this clause 25:
		1. ‘WGE Act’ means the Workplace Gender Equality Act 2012 (Cth).
	2. This clause 20E applies only to the extent that the Provider is a ‘relevant employer’ for the purposes of the WGE Act.
	3. The Provider must comply with any applicable obligation in the WGE Act.
	4. If the Provider becomes non-compliant with the WGE Act during the term of the Deed, then the Provider must notify the NDIA.
	5. If the term of the Deed exceeds 12 months, then the Provider must provide a current letter of compliance annually to the NDIA.
	6. Compliance with the WGE Act does not relieve the Provider from its responsibility to comply with its other obligations under this Deed.
14. **Modern Slavery**
	1. For the purposes of this clause 26:
		1. ‘Modern Slavery’ has the meaning given in the Modern Slavery Act 2018 (Cth).
	2. The Provider must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Products.
	3. If at any time the Provider becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Deed, the Provider must as soon as reasonably practicable, take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.
15. **Compliance with laws and policies**
	1. The Provider must comply with all applicable laws, regulations and standards in connection with the Deed and any supply of Products to an NDIS participant.
16. **Dispute Resolution**
	1. If a dispute arises between the parties in relation to this Deed, it must be referred to each party's Deed Representative for resolution.
	2. If the dispute is not resolved by the Deed Representatives after 10 Business Days, the parties must refer the dispute to the Senior Executive of the NDIA, and Senior Executive of the Provider for resolution.
	3. If the dispute remains unresolved after a further 20 Business Days, either party may request the appointment of an independent mediator to resolve the dispute. Each party will bear its own costs in complying with this clause.
17. **Variation**
	1. The parties agree that no agreement or understanding varying this Deed will be legally binding upon either party unless in writing and agreed by both parties.
18. **Notices**
	1. A Notice is deemed to be effected:
		1. if delivered by hand - upon delivery to the relevant address;
		2. if sent by registered post - upon delivery to the relevant address; or
		3. if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).
	2. A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.
	3. A Notice must be sent to the relevant address as specified in Schedule 1.
19. **Counterparts**
	1. This Deed may be executed in any number of counterparts and by the parties on separate counterparts, which taken together constitute one and the same document.
20. **Governing law**
	1. This Deed is to be construed in accordance with, and any matter related to it is governed by, the laws of the state of Victoria, Australia.

**Executed** as a deed

**Signed, sealed and delivered** for and on behalf of the **National Disability Insurance Agency** ABN 25 617 475 104 by its duly authorised delegate

Name of delegate

Name of witness (print)

Date

**Signed, sealed and delivered** by

ACN/ABN in accordance with

section 127 of the *Corporations Act 2001* (Cth) by:

Signature of delegate

Signature of witness

Signature of director

Name of director (print)

Signature of director/company secretary (please delete as applicable)

Name of director/company secretary (print)

1. – Deed Details
2. Deed Representatives
3. NDIA’s Deed Representative

The person occupying the position of Assistant Director, Assistive Technology Markets,

Currently:

Phone:

Email address:

1. Provider’s Deed Representative

Currently: Name

Phone: Phone

Email address: Email address

1. Senior Executives
2. NDIA’s Senior Executive

The person occupying the position of Branch Manager, Market Innovation

Currently:

Phone:

Email address:

1. Provider’s Senior Executive

Name:

Phone:

Email address:

1. Address for Notices
2. NDIA’s address for notices

Postal address: 13-19 Malop Street, Geelong VIC 3220

Email address: SectorCapabilityProjects@ndis.gov.au

1. Provider’s address for Notices

Postal address:

Email address:

1. - Published List Content

The information included in this Schedule will be included in the Published List released by the NDIA.

| **Title** | **Description** |
| --- | --- |
| Products supplied by the Provider | [ ]  Reusable/washable personal protection[ ]  Disposable personal protection[ ]  Catheters/sheaths[ ]  Dran/leg bags[ ]  Continence – consumables[ ]  Urinary collection items and accessories[ ]  Bowel care[ ]  Bed/chair/floor protection[ ]  Continence control/monitoring |
| Delivery timeframe | Metro:Regional:Remote: |
| Delivery locations (tick Australia-wide or provide one-line description) | [ ]  Australia-wide |
| Link to page of Provider's website that includes Products and prices available to NDIS participants |  |
| Order methods available | [ ]  Online [ ]  Email [ ]  Phone [ ]  Subscription[ ]  In Person [ ]  Mail out |
| One line description of product selection and technical support available |  |

**Attachments:**

* + - * 1. Quarterly NDIS Sales Report Template
				2. Product, Price and Geographic Coverage Template