

DEED

CONFIDENTIALITY UNDERTAKINGS – EIGHTH COMMUNITY PHARMACY AGREEMENT

THIS DEED is made on18..... day ofAugust..... 2023 between:

THE PARTIES:

The Commonwealth of Australia, as represented by the Department of Health and Aged Care (**the Commonwealth**) ABN 83 605 426 759

AND

DHL Supply Chain (the Organisation) ABN 85 071 798 617

RECITALS

- A. The Commonwealth has invited the Organisation to participate in bilateral discussions regarding the development of an Eighth Community Pharmacy Agreement (**the discussions**); and
- B. During the course of the discussions, the parties may share Confidential Information.
- C. The parties enter into this deed

NOW THIS DEED WITNESSES AS FOLLOWS:

1. INTERPRETATION

Authorised Person means a person that is subject to notification and approval under clause 2.4.

Commonwealth's Representative means Deputy Secretary, Health Resourcing.

Confidential Information means any discussions or information relating to the development of the Eighth Community Pharmacy Agreement that passes between the parties, including information:

- (a) which is by its nature confidential;
- (b) which is designated by the disclosing party as confidential; or
- (c) the recipient knows or ought to know is confidential

(d) if the party is the Organisation, with the prior written agreement of the Commonwealth's Representative.

2.3 The Organisation acknowledges that the Department may disclose Confidential Information pursuant to a request from Parliament, or to others within the Commonwealth of Australia or pursuant to another binding obligation of the Department.

2.4 Before the disclosure by the Commonwealth to the Organisation of any Confidential Information, the Organisation must provide a list of the persons who it wishes to be Authorised Persons for the purpose of this deed. Authorised Persons may be individuals or categories of personnel. The Commonwealth will promptly advise the Organisation of the persons who will be Authorised Persons for the purposes of this deed.

3. RESTRICTION ON USE

The parties agree that Confidential Information may only be used for the purposes of the discussions and in the case of the Commonwealth implementing any policy initiative arising from the discussions.

4. PROCEEDINGS

The parties acknowledge legal proceedings may commence if there is an actual, threatened or suspected breach of this deed, including the obtaining of an injunction to restrain such breach.

5. LIMITATIONS REGARDING INFORMATION

Each party agrees to use reasonable efforts to ensure that Confidential Information that it discloses to the other is accurate, complete and up to date. However, neither party:

- (a) represents or warrants that Confidential Information disclosed under this deed will be accurate, complete and up to date; or
- (b) will be liable to the other party in connection with any inaccuracy, incompleteness or change in any Confidential Information disclosed under this deed.

6. SURVIVAL OF UNDERTAKINGS

The parties acknowledge the obligations with respect to confidential information contained in this deed will survive the termination or expiry of this deed and continue for as long as the information remains confidential.

Executed as a deed

SIGNED SEALED AND DELIVERED

<p>.....</p> <p>Mr Michael Gardner</p> <p>Vice President Healthcare</p> <p>DHL Supply Chain</p> <p>.....</p> <p>Witness</p>	<p>.....</p> <p>Daniel McCabe</p> <p>Acting Deputy Secretary</p> <p>Health Resourcing</p> <p>Department of Health and Aged Care</p> <p>.....</p> <p>Witness</p>
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