

Funding and Services Agreement

– Supply of Blood and Blood Products

Commonwealth of Australia
acting through and represented by the
National Blood Authority

Australian Red Cross Society
acting through the Australian Red Cross Blood Service

Edited version for publication on NBA website

The Funding and Services Agreement (FSA) provided here has been edited, and is not in the form as executed. In addition, certain parts of the contract are not disclosed.

The FSA is provided for information only and should not be relied on by any person. The NBA is not liable for any reliance upon the contract herein which results in loss or damage to any person.

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Funding and Services Agreement

between the following parties:

Commonwealth of Australia acting through and represented by the **National Blood Authority**, a Non-Corporate Commonwealth entity established under the *National Blood Authority Act 2003* (Cth) (**NBA**)

Australian Red Cross Society (Red Cross), a body corporate and politic established by Royal Charter dated 28 June 1941, acting through that part of its operations known as the Australian Red Cross Blood Service (**Blood Service**)

F1 Background to the Funding and Services Agreement

- F1.1 On or about the date of this Funding and Services Agreement, the Parties entered in a deed that set out the overarching arrangements between in relation to Australia's national blood and blood product supply system (the **Deed**).
- F1.2 The Deed contains the Parties' long-term commitment to work together to ensure the proper operation of Australia's national blood supply framework to collaboratively deliver a safe, secure and affordable blood supply to the Australian nation.
- F1.3 Clause 8 of the Deed requires the Parties to enter into a separate Funding and Services Agreement. Clause 6 of the Deed describes the purpose of the Funding and Services Agreement as being to set out the detailed obligations and process for the supply of products and services and the mechanisms and processes for the calculation and payment of funding for those products and services.
- F1.4 This Funding and Services Agreement has been entered into by the Parties in accordance with Clause 8 of the Deed.

F2 Definitions and Interpretation

[Not disclosed. They relate to documents that have transitional nature and are under review.]

F3 Term of the Funding and Services Agreement

Commencement

- F3.1 This Funding and Services Agreement commences on 1 July 2016 or such other date as may be agreed in writing by the Parties(**Commencement Date**).

Expiry

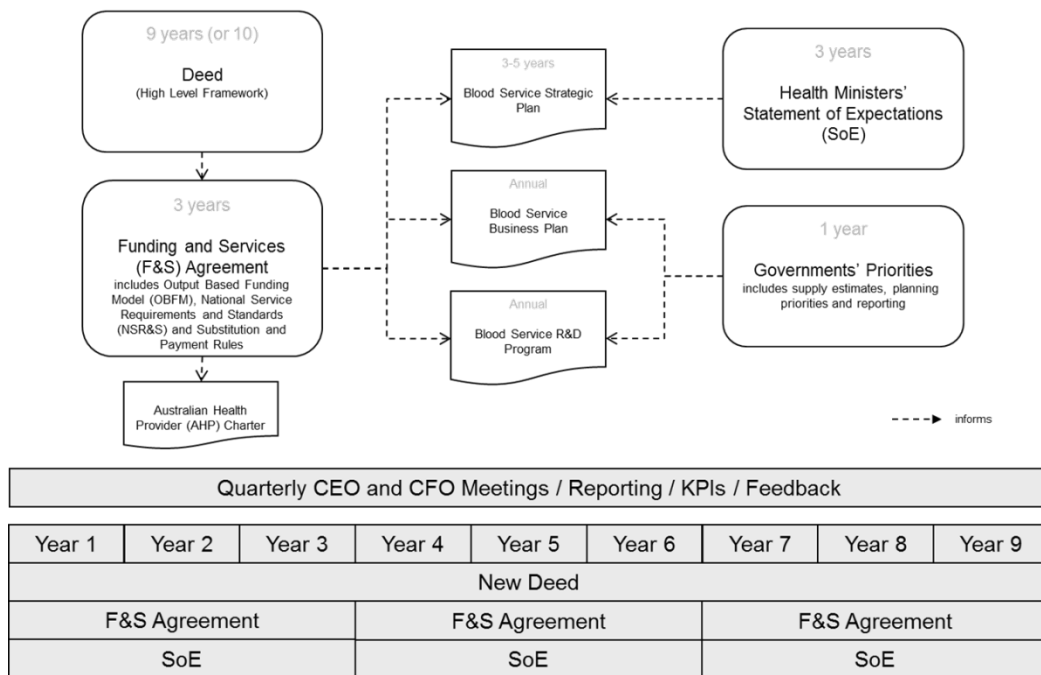
- F3.2 This Funding and Services Agreement will continue until the earlier of:
- F3.2.1 30 June 2019; or
- F3.2.2 the date that this Funding and Services Agreement is terminated in accordance with Chapter 13 of the Deed,

unless the term is extended by the agreement of the Parties through automatic extension in accordance with clause 8 of the Deed or a variation to this Funding and Services Agreement in accordance with clause 121 of the Deed.

F4 Operation of the Funding and Services Agreement

F4.1 This Funding and Services Agreement sets out the details of how the Parties will work together during the Term of this Funding and Services Agreement to achieve the aims of the Deed.

F4.2 This Funding and Services Agreement operates within an interrelated set of planning and process documents, each of which defines a particular aspect of the Australian national blood supply arrangements. This set of documents can be represented by the following diagram:



F4.3 The set of documents described in clause F4.2 contains the governance arrangements, requirements, standards and processes against which the Blood Service must supply Products and Services under the Deed and this Funding and Services Agreement.

F4.4 [Not disclosed. It contains detail of documents that have transitional nature and are under review.]

F4.5 [Not disclosed. It contains detail of documents that have transitional nature and are under review.]

F4.6 Where the Funding and Services Agreement provides for something to be done or not done by one or both Parties:

F4.6.1 if the Funding and Services Agreement uses the word 'must' – the relevant Party must meet the relevant requirement in accordance with the Deed and this Funding and Services Agreement; or

- F4.6.2 if the Funding and Services Agreement uses the phrase ‘will use Best Endeavours’ or expresses the requirement in any other manner (except with the word ‘must’) – the relevant Party must use Best Endeavours to meet the relevant requirement in accordance with the Deed and this Funding and Services Agreement.
- F4.7 The Parties acknowledge that systems have outages from time to time and that manual processes are prone to error. The Parties must use Best Endeavours to reduce system outages and errors to reasonable levels but agree that minor system outages and errors, or those caused by circumstances outside the control of that Party, will not constitute a breach of the Deed or this Funding and Services Agreement. Wherever practicable, the Parties will specify the service levels in the Funding and Services Agreement and use the continuous improvement and performance indicator processes in the Deed to clarify their expectations around reasonable levels of system outages and errors.
- F4.8 This Funding and Services Agreement may be varied in accordance with Chapter 14 of the Deed.

F5 Operation and interpretation of National Service Requirements and Standards, Templates and OBFM

[Not disclosed. It contains detail of documents that have transitional nature and are under review.]

F6 Notices

- F6.1 Notices given under this Funding and Services Agreement must be given in accordance with the process for giving notices set out in Clause 136 (Notices) of the Deed, except that notices given under this Funding and Services Agreement must be addressed (as applicable) to:

NBA

Address: Level 2, 243 Northbourne Avenue, Lyneham ACT 2602
Postal Address: Locked Bag 8430, Canberra ACT 2601
Email Address: deed@redcrossblood.org.au

BLOOD SERVICE

Address: Level 3, 417 St Kilda Road Melbourne, VIC 3182
Postal Address: As above
Email Address: Supply.Management.Fresh@blood.gov.au

Table 1 – Relation of Deed clauses to FSA Schedules

[Not disclosed. It contains detail of documents that have transitional nature and under review.]

Table 2 –FSA Schedules

| Reference | Title | Description |
|-----------------------------|---|---|
| NSR&S | [Not disclosed] | [Not disclosed] |
| Meeting templates | [Not disclosed] | [Not disclosed] |
| Reporting templates | [Not disclosed] | [Not disclosed] |
| Notices templates | [Not disclosed] | [Not disclosed] |
| Data Set templates | [Not disclosed] | [Not disclosed] |
| OBFM and Attachments | [Not disclosed] | [Not disclosed] |
| OBFM 1 | Principles | The OBFM sets out the Payment obligations and principles agreed between the parties for the provision of Products and Services provided by the Blood Service under and in accordance with the Scope of Activities under the Deed. |
| OBFM 2 | Attachment A – Cost Attribution Rules | |
| OBFM 3 | Attachment B – SPC and MPC Calculation | |
| OBFM 4 | Attachment C – Invoice Format | |
| OBFM 5 | Attachment D – Timetable | |
| OBFM 6 | Attachment E – Scope and Terms of Reference for a Full Disclosure Audit | |

Execution

Executed as an agreement

Date:

Signed for and on behalf of the **Commonwealth of Australia**, acting through and represented by the National Blood Authority, in the presence of:

.....
Signature of witness

.....
Signature of authorised person

.....
Name of witness (print)

.....
Name of authorised person (print)

Signed for and on behalf of **the Australian Red Cross Society** by its duly authorised representatives:

.....
Signature of authorised person

.....
Signature of authorised person

.....
Name of authorised person (print)

.....
Name of authorised person (print)

National Service Requirements and Standards, Templates and OBFM for the Australian Red Cross Blood Service

[Not disclosed. It contains detail of documents that have transitional nature and are under review.]