

# Japanese encephalitis virus vaccines – intradermal administration clinical trial

## FEDERATION FUNDING AGREEMENT - HEALTH

<b>Table 1: Formalities and operation of schedule</b>											
Parties	Commonwealth New South Wales										
Duration	This Schedule is expected to expire on 30 June 2023 unless extended by the Parties in writing.										
Purpose	To enhance health emergency preparedness through the collection of evidence for intradermal administration of the Japanese encephalitis virus vaccine Imojev, through support by the Commonwealth to the NSW clinical trial <i>Japanese encephalitis vaccine via intradermal route in children and adults (JEVID-2) (Study)</i> .										
Estimated financial contributions	<p>The Commonwealth will provide an estimated total financial contribution to New South Wales of \$0.1m in respect of this Schedule as set out in Table 2.</p> <table border="1"> <thead> <tr> <th colspan="2"><b>Table 1</b></th> </tr> <tr> <th><b>(\$ million)</b></th> <th><b>2022-23</b></th> </tr> </thead> <tbody> <tr> <td><b>Estimated total budget</b></td> <td><b>0.1</b></td> </tr> <tr> <td><i>Less estimated National Partnership Payments</i></td> <td><i>0.1</i></td> </tr> <tr> <td><b>Balance of non-Commonwealth contributions</b></td> <td><b>0.0</b></td> </tr> </tbody> </table>	<b>Table 1</b>		<b>(\$ million)</b>	<b>2022-23</b>	<b>Estimated total budget</b>	<b>0.1</b>	<i>Less estimated National Partnership Payments</i>	<i>0.1</i>	<b>Balance of non-Commonwealth contributions</b>	<b>0.0</b>
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[Additional terms]	<p><b>1.1</b> <i>Each Party acknowledges that, from the Commencement Date, the Japanese encephalitis virus vaccine Imojev is registered on the Australian Register for Therapeutic Goods for subcutaneous administration, and New South Wales bears its own risk for claims against it or any loss it may suffer or incur as a result of intradermal administration of Imojev as part of the Study.</i></p> <p><b>1.2</b> <i>New South Wales indemnifies the Commonwealth from and against any Loss directly or indirectly incurred by the</i></p>										

*Commonwealth (including claims by any person against it, and costs or expenses incurred by the Commonwealth including the costs of defending or settling any claim referred to in this clause), arising as a result of or in connection with:*

- (a) Any act or omission by New South Wales, its personnel or subcontractors in connection with intradermal administration of Imojev as part of the Study, where there was fault (including, any negligent or otherwise tortious act or omission) on the part of the person whose conduct gave rise to that Loss;*
- (b) Any personal injury or death resulting from the act or omission of New South Wales, its employees, agents and contractors in connection with intradermal administration of Imojev as part of the Study where there was fault (including any negligent or tortious act or omission on the part of the person whose conduct gave rise to that personal injury or death).*

*1.3 The right of the Commonwealth to be indemnified under this clause 1:*

- (a) is in addition to, and not exclusive of, any other right, power or remedy provided by law; and*
- (b) does not entitle the indemnified party to be compensated in excess of the amount of the relevant loss.*

*1.4 For the purposes of this clause 1; Loss means any loss, damage, liability, cost (including the costs of any settlement and legal costs on a full indemnity) or expense and include any loss, damage, liability, cost or expense agree to be paid by way of settlement or compromise.*

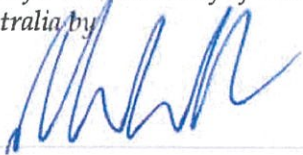
*1.5 This clause 1 survives termination or expiry of this Schedule.*

**Table 2: Performance requirements, reporting and payment summary**

Output	Performance milestones	Report due	Payment
Implementation of the <i>Japanese encephalitis vaccine via intradermal route in children and adults (JEVID-2)</i> study	New South Wales will provide a brief project outline to the Commonwealth on activities to be delivered by New South Wales for the Study to 30 June 2023. <i>Project outline to include proposed activities, high level budget, including activities supported by Commonwealth funding, milestones and any other pertinent information (as determined by New South Wales).</i>	28/06/2023	\$0.1m
	Submission of final report by New South Wales to the Commonwealth detailing outcomes of the Study.	When available	Nil.

The Parties have confirmed their commitment to this Schedule as follows:

Signed for and on behalf of the Commonwealth of Australia by

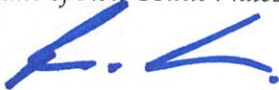


**The Honourable Mark Butler MP**  
Minister for Health and Aged Care

[Day] [Month] [Year]

21 June 2023

Signed for and on behalf of the State of New South Wales by



**The Honourable Ryan Park MP**  
Minister for Health and Minister for Regional Health

[Day] [Month] [Year]

6 July 2023