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**Australian Government**  
**Department of Health and Ageing**

## **AGREEMENT**

between the

**COMMONWEALTH OF AUSTRALIA**

as represented by the

**Department of Health and Ageing**

ABN 83 605 426 759

and

**THE STATE OF VICTORIA**

as represented by the Department of Human  
Services

ABN: 93 785 850 801

THIS Agreement is made  
between the

**COMMONWEALTH OF AUSTRALIA** ('the Commonwealth'), as represented by the  
Department of Health and Ageing ('the Department') ABN 83 605 426 759;

and the

**STATE OF VICTORIA**, as represented by the Department of Human Services ('the State')  
ABN 93 785 850 801.

**RECITALS:**

- A. The Commonwealth has developed a national Program ("OzFoodNet") to gauge the incidence and impact of foodborne disease in Australia;
- B. The Commonwealth is providing funding to assist with the operation of an OzFoodNet Site ("the OzFoodNet Site") in each State;
- C. The Program activity will be coordinated at a national level by a Coordinating Epidemiologist ("The Coordinating Epidemiologist"), engaged by the Department;
- D. The State responsible for operating each OzFoodNet site will conduct epidemiological investigations to provide data and analysis on the burden of foodborne disease in Australia for the purpose of enabling evidence-based intervention to:
- protect public health;
  - support trade and market access;
  - improve security; and
  - help meet Australia's obligations under the International Health Regulations (IHRs) 2005.
- E. The Commonwealth has agreed to fund the State for the purpose described in this Agreement in support of the objectives and outcomes of the Program on the following terms and conditions.

**THE PARTIES AGREE as follows:**

**1. INTERPRETATION**

1.1 In this Agreement, unless the contrary intention appears:

**Agreement** means this document and includes any schedules and annexures;

**Commonwealth Material** means any Material:

(a) provided by the Commonwealth to the State for the purposes of this Agreement;  
or

(b) copied at any time from the Material referred to in paragraph (a);

**Confidential Information** means information that:

(a) is by its nature confidential;

(b) is designated by a party as being confidential; or

(c) the receiving party knows or ought to know is confidential;

but does not include:

- (d) information that is or becomes public knowledge, other than by breach of this Agreement or by any other unlawful means;
- (e) information that is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the other party;
- (f) information that has been independently developed or acquired by the receiving party;
- (g) reports, data, or information provided by the State to the Commonwealth, as set out in Item A and Item C.

**Department** includes any department or agency of the Commonwealth which is from time to time responsible for the administration of this Agreement;

**Existing Material** means all Material in existence prior to the commencement of the Funding Period;

- (a) incorporated in;
- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of:

the Project Material and includes any Material identified as Existing Material in Item G;

**Financial Statement** means a statement provided in accordance with clause 4 that includes details of the Funds received by the State and contributions received for the Project from other sources, signed by an appropriate officer of the State and specifying the manner in which, and the purposes for which, any Funds paid by the Department under this Agreement have been expended (accompanied by supporting documentation);

**Funding Period** means the period of funding specified in Item B;

**Funds** means the amount or part thereof payable by the Commonwealth as specified in Item D and includes any interest on the Funds;

**Intellectual Property** includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

**Liaison Officer** means the persons or position holders specified in Item E;

**Material** means documents, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

**Progress Reports** means the Material provided to the Commonwealth in accordance with clauses 4.1 and 4.2;

**Project** means the project specified in Item A for which the Funds are paid to the State;

**Project Material** means all Material including Reports:

- (a) brought into existence for the purpose of performing the Project;

- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
- (c) copied or derived from the Material referred to in paragraphs (a) or (b);

**Report** means Material that reports to the Commonwealth in accordance with clause 4 (Reports) and Item C.

1.2 In this Agreement, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
- (e) an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a party just because that party prepared the provision;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
- (g) a reference to a party (by whatever title) will, where the context so admits, include the officers, employees, agents and subcontractors of the party, and the party's successors and assigns; and
- (h) all references to 'clauses' are clauses in this Agreement all references to 'Items' are to Items in the Schedule to this Agreement, and any references to 'Schedule' are to the Schedule to this Agreement.

1.3 If there is any conflict or inconsistency between:

- (a) the terms and conditions contained in the clauses of this Agreement and any part of the Schedule, then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency;
- (b) the terms and conditions contained in the clauses of this Agreement and any part of the annexures (if any), then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency; and
- (c) any part of the Schedule and any part of the annexures (if any), then the Schedule will prevail to the extent of the conflict or inconsistency.

1.4 The laws of the State of Victoria apply to this Agreement

1.5 This Agreement records the entire agreement between the Parties in relation to its subject matter.

1.6 No variation of this Agreement is binding unless agreed in writing between the Parties.

1.7 If a court or tribunal says any provision of this Agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate any other provision.

1.8 If a party does not exercise, or delays in exercising, any of its rights under this Agreement or at law, that failure or delay does not operate as a waiver of those rights.

1.9 A single or partial exercise by a party of any of its rights under this Agreement or at law does not prevent the further exercise of any right.

- 1.10. The State cannot assign its obligations, and agrees not to assign its rights, under this Agreement without, in either case, prior approval in writing from the Commonwealth.

## **2. FUNDING**

- 2.1 Subject to Parliamentary appropriation and to the provisions of this Agreement, the Department agrees to pay the Funds to the State in accordance with the payment schedule set out in Item D. If parliamentary appropriation is not made for the purposes of the Project, the Commonwealth agrees to notify the State within 7 days of becoming aware that the appropriation was not made for the purposes of the Project.
- 2.2 The funding to be contributed by the Department for the Project will not exceed the amount of Funds specified in Item D.
- 2.3 The State must advise the Department of any other funds that it is or will be receiving for the Project.
- 2.4 The Department may at its discretion defer, reduce or not make a payment of Funds where it forms the reasonable opinion that the full payment is not properly required by the State because of Project surpluses or underspends. Where the Commonwealth has exercised its discretion pursuant to this clause, it must notify the State that it has acted under this provision to defer, reduce or not make a payment of Funds, and the reasons for taking that action.
- 2.5 Without limiting its rights, the Department may at its discretion defer, reduce or not make a payment of Funds until the State has performed all of its obligations that are required to be performed up to the date of that payment under this Agreement. Where the Commonwealth has exercised its discretion pursuant to this clause, it must notify the State that it has acted under this provision to defer, reduce or not make a payment of Funds, and the reasons for taking that action.
- 2.6 In consideration of the provision of the Funds, the State must use the Funds only for the Project and according to the terms and conditions set out in this Agreement.
- 2.7 The State agrees to submit invoices for payment of the Funds in the manner specified in Item D. The amount of the invoice must not exceed the amount of Funds properly required by the State for its use in relation to the Project up to the date of the next invoice.

## **3. MANAGEMENT OF FUNDS**

- 3.1 The State must keep proper accounts and records of its receipt and use of the Funds, separately from other accounts and records of the State.
- 3.2 The State must not commit any part of the Funds for expenditure that is likely to occur after the end of the Funding Period without prior written approval from the Department.

## **4. REPORTS**

- 4.1 The State must provide the Commonwealth's Liaison Officer with progress Reports, quarterly data Reports, annual Reports, Financial Statements, acquittal Reports and outbreak Reports in accordance with the time-frame for Reports specified in Item C.
- 4.2 Each Progress Report must contain the information specified in Item C and must also include:
- (a) a claim for further payment of Funds specifying the amount of Funds which are properly required by the State for its use in relation to the Project up to the date of the next progress Report;

- (b) Information covering the Funding Period to the date of the progress Report on whether the objectives and outcomes of the Project are being achieved; and
- (c) if requested by the Department, a copy of any Material produced in relation to this Agreement up to the date of the Progress Report.

4.3 Each acquittal Report must contain the information specified in Item C and also include a Financial Statement.

## **5. LIAISON**

5.1 The State must liaise with and report to the Commonwealth's Liaison Officer as reasonably required by the Commonwealth's Liaison Officer for the purposes of this Agreement.

5.2 Upon receipt of reasonable written notice, the State must within the time-frame stipulated in the notice, or within a reasonable time-frame if no time-frame is stipulated in the notice, provide any information in relation to the Project requested by the Department for the purposes of this Agreement, including monitoring and evaluation.

## **6. ACCESS TO PREMISES AND MATERIALS**

6.1(a) Subject to clause 6.1(b), the State must, if in receipt of a relevant written request from the Commonwealth's Liaison Officer ("the request") give to persons authorised by the Commonwealth in the request ("the authorised persons") permission to inspect any Material relevant to this Agreement, including any records of the State that relate to the Specified Purpose or the receipt, expenditure or other use of the Funds.

6.1(b) Before giving an authorised person access to any documents or information in accordance with clause 6.1, the State may require the authorised person to give an undertaking in favour of the State to the effect that the authorised person will maintain the confidentiality of anything that the authorised person inspects. If the State so requires such an undertaking, and if the authorised person refuses to give it, the State may prevent the authorised person from inspecting any documents or information in accordance with the request.

6.2 The State agrees to use its best endeavours to provide all assistance reasonably requested by the Department in respect of any inquiry into or concerning the Project or this Agreement.

6.3 This clause 6 applies until the date of the expiration or earlier termination of this Agreement and for a period of 7 years from that date.

## **7. INTELLECTUAL PROPERTY**

7.1 Any Intellectual Property rights and title to, or in relation to, the Project Material will vest, upon creation, in the State.

7.2 The State grants to the Commonwealth a perpetual, irrevocable, royalty-free and licence fee-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, copy, modify and exploit the Project Material to the extent necessary to enable the Commonwealth to enjoy the full benefit of this Agreement.

7.3 This clause 7 does not affect the ownership of any Intellectual Property in any Existing Material. However, the State undertakes to grant to the Commonwealth, or arrange for the grant to the Commonwealth, of a perpetual, irrevocable, royalty-free and licence fee-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, copy, modify and exploit the Existing Material in conjunction with the other Project Material to the extent necessary to enable the Commonwealth to enjoy the full benefit of this Agreement.

- 7.4 The State warrants that, to the best of its knowledge after making diligent enquiry, anything done by the State in the course of the Project, including in developing the Reports, will not infringe the Intellectual Property rights of any person.
- 7.5 For this clause, the 'Specified Acts' means the following classes or types of acts or omissions by or on behalf of the Commonwealth:
- (a) those which would, but for this clause, infringe the author's right of attribution of authorship or the author's right of integrity of authorship;
- but does not include:
- (b) those which would infringe the author's right not to have authorship falsely attributed.
- 7.6 The State will use reasonable endeavours to ensure that, where applicable:
- (a) the author of any Project Material, other than Existing Material has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which is given directly or indirectly for the Commonwealth's benefit;
  - (b) the author of any Existing Material has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which is given directly or indirectly for the Commonwealth's benefit in relation to such Material being used, reproduced, adapted and exploited in conjunction with the other Project Material; and
  - (c) where the State is unable to obtain the consent of the author of any Project Material or Existing Material as specified in clause 7.6(a) and (b), the State will immediately upon becoming aware of this notify the Commonwealth in writing.
- 7.7 Intellectual Property rights and title to, or in relation to, Commonwealth Material remains vested at all times in the Commonwealth.
- 7.8 The Commonwealth grants to the State a royalty-free and licence fee-free, world-wide, non-exclusive licence to use, copy and modify the Commonwealth Material for the purposes of the Project. The State agrees to ensure that all Commonwealth Material is used strictly in accordance with any conditions or restrictions specified by the Commonwealth.
- 7.9 At the end of the Funding Period or on the earlier termination of this Agreement, the State must deliver a complete copy of the Project Material and the Commonwealth Material to the Department, or deal with it as otherwise directed by the Department.
- 7.10 This clause 7 survives the expiration or earlier termination of the Agreement.

## **8. ACKNOWLEDGMENT AND PUBLICATIONS**

- 8.1 The State must acknowledge the financial and other support it has received from the Commonwealth in:
- (a) all publications, promotional and advertising materials, public announcements and activities by it or on its behalf in relation to the Project or any products, processes or inventions developed as a result of the Project; and
  - (b) the form set out in Item F, and if not set out in Item F, then in a form approved by the Department prior to its use.
- 8.2 This clause 8 survives the expiration or earlier termination of this Agreement.

**9. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY**

- 9.1 The State must not represent itself, and must ensure that its employees do not represent themselves, as being an employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- 9.2 The State is not by virtue of this Agreement, or for any purpose an employee, partner or agent of the Commonwealth, or invested with any power or authority to bind or represent the Commonwealth.

**10. SUSPENSION AND TERMINATION**

10.1 If:

- (a) provided the Department has provided the State with 14 days written notice in which to remedy the breach of its obligations under this Agreement, the Department is reasonably satisfied that the terms and conditions of this Agreement have not been complied with by the State;
- (b) the State, by notice in writing given to the Department, withdraws from this Agreement; or
- (c) the Department considers it appropriate for any other reason;

the Department may, by written notice to the State, terminate this Agreement or require the State to immediately suspend dealings with the Funds.

- 10.2 If this Agreement is terminated in accordance with clause 10.1(c), the Commonwealth will only be liable for any reasonable costs (excluding, without limitation, loss of prospective income or profits) unavoidably incurred by the State, which are directly attributable to the termination. The Commonwealth will not be liable to pay any amount in excess of the amount of Funds remaining unpaid under this Agreement at the date of termination.
- 10.3 On termination of this Agreement, or for the duration of any suspension of dealings with the Funds, the State must hold the Funds in utmost good faith for use only in accordance with the directions of the Department and will cease all other dealings with the Funds. The Department will, upon the production of information to its satisfaction, approve in writing the expenditure of Funds properly incurred/committed by the State prior to the date of termination or suspension.
- 10.4 The Department may end the suspension of dealings with the Funds by written notice to the State, subject to such preconditions which the Department may reasonably require.
- 10.5 Subject to clause 10.2, the Department will not be obliged to pay any part of the Funds to the State after the termination of this Agreement or during any period of suspension of dealings with the Funds.
- 10.6 Except as provided in this clause, the Commonwealth will not come under any liability to the State for termination of this Agreement in accordance with clause 10.1.
- 10.7 Clause 10.2 survives the expiration or earlier termination of this Agreement.

**11. REPAYMENT OF FUNDS**

11.1 If:

- (a) on the expiration of the Funding Period or on any earlier termination of this Agreement, any Funds:
- (i) remain unspent or uncommitted; or
- (ii) cannot, by reconciliation between the accounts and records maintained by the State (as reported to the Department by the State in the financial

statements referred to in clause 4 (Reports)) be shown to the reasonable satisfaction of the Department to have been spent or committed in accordance with this Agreement; or

- (b) at any time the Department forms the reasonable opinion that any Funds have been used, spent or committed by the State other than in accordance with this Agreement;

the Department may by written notice to the State require the State to repay that part of the Funds, and the State must repay to the Department the amount set out in the notice, within 28 days of receipt of the notice.

- 11.2 The operation of this clause survives the expiration or earlier termination of this Agreement.

## 12. INDEMNITY

- 12.1 The State indemnifies the Commonwealth, its officers, employees and agents ("those indemnified") from and against all actions, claims, demands, costs and expenses (including the costs of defending or settling any action, claim or demand) made, sustained, brought or prosecuted against those indemnified in any manner based on any loss or damage to any person or loss or damage to property which may arise in connection with any negligent or unlawful act or omission or breach of this Agreement by the State or subcontractor in relation to the Project.
- 12.2 The State agrees that the Commonwealth will be taken to be acting as agent or trustee for and on behalf of those indemnified from time to time.
- 12.3 The State's liability to indemnify the Commonwealth under clause 12.1 will be reduced proportionally to the extent that any unlawful or negligent act or omission or breach of this Agreement by the Commonwealth or its employees or agents contributed to the loss or damage.
- 12.4 This clause 12 survives the expiration or termination of this Agreement.

## 13. TAXES, DUTIES AND GOVERNMENT CHARGES

- 13.1 Except as provided by this clause, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement will be borne by the State.
- 13.2 The Funds payable (the Original Funds Payable) to the State do not include any amount to cover any liability of the State for Goods and Services Tax (GST) on any supplies made under this Agreement which are taxable supplies within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (the GST Act).
- 13.3 If a supply made by the State under this Agreement is a taxable supply under the GST Act, the State may, by notice in writing to the Department, increase the Original Funds Payable by the Department by the amount of GST that is payable by the State on that part of the Original Funds Payable which relates to the taxable supply as if that part of the Original Funds Payable is the value of the supply for the purposes of the GST Act.
- 13.4 If required by the Department, the State must substantiate to the Department's reasonable satisfaction how any change in the amounts payable by the Department determined under this clause have been calculated before such changes will take effect.
- 13.5 In relation to any taxable supplies made under this Agreement, the State agrees to issue the Department with a tax invoice in accordance with the GST Act, together with or as part of each claim for further payment of Funds submitted for payment pursuant to clause 4.2 (Reports).

#### **14. CONFIDENTIALITY**

- 14.1 A party must not disclose the Confidential Information of the other party without prior approval in writing from the other party. In giving written approval the Department may impose such terms and conditions as it thinks fit.
- 14.2 The Department may at any time by notice in writing to the State, require the State to give, and to arrange for its employees and subcontractors engaged in the performance of the Projects to give written undertakings, in a form required by the Department, relating to the non-disclosure of Confidential Information. The State must promptly arrange for all such undertakings to be given.
- 14.3 The obligations on the parties under this clause will not be taken to have been breached where the disclosure of information is:
- a) required by law or by a lawful requirement of any government or governmental body authority, or agency;
  - b) required in connection with legal proceedings;
  - c) for public accountability reasons, including disclosure on request to other government agencies, or on request for information by Parliament or a Parliamentary Committee or a Minister;
- 14.4 The obligations contained in this clause shall survive the expiration or termination of this Agreement.

#### **15. NOTICES**

- 15.1 A party giving notice under this Agreement must do so in writing, including by facsimile, that is:
- (a) directed to the party's address specified in Item E marked for the attention of the Liaison Officer; and
  - (b) hand delivered or sent by pre-paid post or facsimile to that address.
- 15.2 A notice given in accordance with clause 15.1 is received:
- (a) if hand delivered, on delivery;
  - (b) if sent by pre-paid post on the third Business Day after the date of posting;
  - (c) if sent by facsimile, at the time the sender receives notification that the notice has been transmitted satisfactorily.

### **SCHEDULE**

#### **A. PROJECT (clauses 1.1 and 2.4)**

##### **Background**

The Department is operating OzFoodNet, an enhanced foodborne disease surveillance system, to apply concentrated effort at a national level to investigate and understand foodborne disease, to describe more effectively its epidemiology and to identify ways to minimise foodborne illness in Australia.

OzFoodNet aims to:

1. estimate the incidence and cost of foodborne illness in Australia;
2. investigate the epidemiology of foodborne diseases, by enhancing surveillance and conducting special studies on foodborne pathogens;

3. collaborate nationally to coordinate investigations into foodborne disease outbreaks, particularly those that cross State, Territory and country borders;
4. identify foods and commodities that cause human illness and provide information to food safety agencies for risk assessment; and
5. train people to investigate foodborne illness.

The Department is providing funding to assist with the operation of an OzFoodNet site in each State and Territory in Australia. This activity will be coordinated at a national level by a coordinating epidemiologist engaged by the Department ("the Coordinating Epidemiologist").

### **Obligations of the State**

#### Operation of the OzFoodNet Site

The State must maintain an OzFoodNet Site ("OzFoodNet Site") to undertake active surveillance and investigation of foodborne (or suspected foodborne) outbreaks from 1 July 2008 through to 30 June 2012 (inclusive).

The State must ensure that the OzFoodNet Site is an operational adjunct to the current jurisdictional surveillance infrastructure that collects, collates, manages and coordinates the transfer of information across and within jurisdictions for the purposes of contributing to the provision of national data on the reported incidence of foodborne disease outbreaks.

The State must deliver the outputs described in Annexures A and B to this Schedule.

The State or Department may nominate additional activities (including secondment) to be undertaken in the national interest (i.e. during the course of public health responses or emergency situations). Any additional activities and associated costs would be subject to agreement between the Department and the State.

#### Engagement of an Epidemiologist

The State must

- (i) engage an Epidemiologist (the "State Epidemiologist"), to coordinate and oversee the work of the OzFoodNet Site; and
- (ii) ensure delivery of the outputs outlined in Annexures A and B to this Schedule in consultation with the Coordinating Epidemiologist.

The Coordinating Epidemiologist will provide the State with reporting templates ("Reporting Templates"). The Reporting Templates may be amended by the Coordinating Epidemiologist during the course of the Agreement. The State must use the Reporting Templates for reporting and surveillance in relation to this Agreement.

### **B. FUNDING PERIOD (clause 1.1 and 3.2)**

The Funding Period commences on the date of this agreement and ends on 30 September 2012.

The Parties acknowledge that the State commenced work, in relation to this Agreement, on 1 July 2008. The parties further agree that such work will be considered to be work performed under this Agreement and that the terms of this Agreement will apply accordingly.

The Completion Date is the date that is 60 days after the Commonwealth has received the Acquittal Report for the period 1 July 2011 to 30 June 2012 (due 30 September 2012) and all deliverables required under this Agreement.

### **C. REPORTS (clause 1.1 and 4)**

#### **Quarterly Summaries**

The State must provide quarterly Progress Reports ("the Quarterly Summaries") that aggregate and analyse data on foodborne disease epidemiology in the State.

The Quarterly Summaries must be submitted in accordance with the 'OzFoodNet Quarterly Summary Template' under the following headings:

- . Overview of the Quarter
- . Incidence of Foodborne Disease
- . Foodborne Disease Outbreaks
- . Cluster Investigations
- . Site Activities
- . Notes for the Quarterly Report

Additionally, the Quarterly Summaries will include a line list of gastrointestinal outbreaks, including both foodborne and non-foodborne disease ("the Quarterly Data"), in the State in accordance with guidance from the Department.

The Quarterly Summaries, including the Quarterly Data reports, are due as follows:

#### **2008/2009**

<b>Report</b>	<b>Due Date</b>
Jul to Sept 2008 Quarter Summary	31 October 2008
Oct to Dec 2008 Quarter Summary	30 January 2009
Jan to Mar 2009 Quarter Summary	1 May 2009
Apr to Jun 2009 Quarter Summary	31 July 2009

#### **2009/2010**

<b>Report</b>	<b>Due Date</b>
July to Sept 2009 Quarter Summary	30 October 2009
Oct to Dec 2009 Quarter Summary	29 January 2010
Jan to Mar 2010 Quarter Summary	30 April 2010
Apr to Jun 2010 Quarter Summary	30 July 2010

**2010/2011**

Report	Due Date
Jul to Sept 2010 Quarter Summary	29 October 2010
Oct to Dec 2010 Quarter Summary	28 January 2011
Jan to Mar 2011 Quarter Summary	29 April 2011
Apr to Jun 2011 Quarter Summary	29 July 2011

**2011/2012**

Report	Due Date
Jul to Sept 2011 Quarter Summary	28 October 2011
Oct to Dec 2011 Quarter Summary	27 January 2012
Jan to Mar 2012 Quarter Summary	27 April 2012

**Annual Report**

The State must provide an annual report ("the Annual Report") which is due on 30 March of each year during the Funding Period and must report on data for the previous calendar year, as follows:

Reporting period	Due Date
For the period 01/01/08 – 31/12/08	30 March 2009
For the period 01/01/09 – 31/12/09	30 March 2010
For the period 01/01/10 – 31/12/10	30 March 2011
For the period 01/01/11 – 31/12/11	30 March 2012

The State must ensure that the Annual Report includes the following, in detail:

- analysis of the incidence and causes of foodborne disease in the State, including patterns in regards to age, sex, seasonal and geographical spread;
- apparent risk factors for foodborne disease using the information from disease outbreaks and case-control studies;
- what difficulties, if any, have been encountered in performing the Project and what action has been or will be taken to overcome the difficulties.

The Annual Report must be submitted in accordance with the 'OzFoodNet Annual Report Template' under the following headings:

- Summary and Recommendations
- Activity During the Year
- Incidence of Foodborne Disease
- Foodborne Disease Outbreaks
- Cluster Investigations
- Prevention Measures
- Notes for Annual Report.

Additionally, the State must provide annual data ("the Annual Data"), on outbreaks, including both foodborne and non-foodborne disease and the incidence of foodborne diseases in the State in accordance with guidance from the Department.

### Financial Statement

The State must submit a Financial Statement ("the Financial Statement") with each October to December Quarterly Summary. The Financial Statement will cover the period 1 July to 31 December of the preceding calendar year and must detail spending in accordance with the Financial Statement Template.

### Acquittal Reports

The State must provide Acquittal Reports containing the information specified in clause 4.3 of this Agreement, as follows:

Reporting period	Due Date
For the period 01/07/08 – 30/06/09	30 September 2009
For the period 01/07/09 – 30/06/10	30 September 2010
For the period 01/07/10 – 30/06/11	30 September 2011
For the period 01/07/11 – 30/06/12	30 September 2012

### Outbreak Reporting

To ensure that Australia is well placed to detect foodborne disease outbreaks, the State must report on outbreaks of gastroenteritis and foodborne disease occurring in the State according to the following frequency:

- Immediately, being as soon as the State becomes aware of the outbreak and has verified relevant data – for an outbreak of national significance, as defined by unusual pathogen, intentional contamination, serious or unusual clinical presentation, a large number of people affected, or potential for multi-jurisdictional or international spread of the outbreak. This notification may be:
  - to the Coordinating Epidemiologist and/or
  - to the OzFoodNet restricted e-mailing list and/or
  - to the National Focal Point under the IHRs (2005).
- Fortnightly – for all outbreaks occurring in the State, along with details of clusters of disease under investigation, cases of potentially emerging diseases and other information as directed by the Coordinating Epidemiologist. The fortnightly reporting period runs from Sunday through to Saturday of the following week. The State must submit the fortnightly cluster Report electronically by the close of business on the Tuesday immediately following each fortnightly reporting period. Data will be summarised centrally each fortnight in a national report.
- Quarterly – for all gastrointestinal outbreaks occurring in the State. Summary data for each outbreak will be entered onto the OzFoodNet Outbreak Register (provided by the Department) in accordance to the 'Outbreak Summary Template' or another format as agreed by the Coordinating Epidemiologist. State Outbreak Registers will be submitted to the Department a quarter in arrears, eight weeks after the close of the quarter.

**D. FUNDS (clauses 1.1, 2 and 3)**

The maximum amount of Funds to be paid by the Commonwealth to the State is \$880,136 (GST exclusive) over the term of this Agreement, equivalent to a maximum of \$236,816 (GST exclusive) per annum. The maximum Funding may be increased by indexation calculated annually by reference to the Wage Cost Index 1. During the Funding Period, the Commonwealth will advise the State of the subsequent year's funding.

The Funds will be paid by the Commonwealth as set out in the Payment Schedule below.

**Payment Schedule**

Payments will relate to the achievement of performance measures or milestones for the Project as follows:

**2008/2009**

Performance Measure	Due Date	Amount *
Approval by the Department of the Jul-Sept 08 Quarter Summary.	31 October 2008	\$57,500
Approval by the Department of the Oct-Dec 08 Quarter Summary.	30 January 2009	\$57,500
Approval by the Department of the Jan-Mar 09 Quarter Summary.	1 May 2009	\$57,500
Approval by the Department of the Apr-Jun 09 Quarter Summary.	31 July 2009	\$57,500

\* The Commonwealth may reduce any payment to the extent that the maximum amount of Funds is not required to meet actual expenditure or commitments for the Project under the Agreement.

**2009/2010**

Performance Measure	Due Date	Amount *
Approval by the Department of the Jul-Sept 09 Quarter Summary.	30 October 2009	\$58,093
Approval by the Department of the Oct-Dec 09 Quarter Summary.	29 January 2010	\$58,093
Approval by the Department of the Jan-Mar 10 Quarter Summary.	30 April 2010	\$58,093
Approval by the Department of the Apr-Jun 10 Quarter Summary.	30 July 2010	\$58,093

\* The Commonwealth may reduce any payment to the extent that the maximum amount of Funds is not required to meet actual expenditure or commitments for the Project under the Agreement.

**2010/2011**

<b>Performance Measure</b>	<b>Due Date</b>	<b>Amount *</b>
Approval by the Department of the Jul-Sept 10 Quarter Summary.	29 October 2010	\$59,204
Approval by the Department of the Oct-Dec 10 Quarter Summary.	28 January 2011	\$59,204
Approval by the Department of the Jan-Mar 11 Quarter Summary.	29 April 2011	\$59,204
Approval by the Department of the Apr-Jun 11 Quarter Summary.	29 July 2011	\$59,204

\* The Commonwealth may reduce any payment to the extent that the maximum amount of Funds is not required to meet actual expenditure or commitments for the Project under the Agreement.

**2011/2012**

<b>Performance Measure</b>	<b>Due Date</b>	<b>Amount *</b>
Approval by the Department of the Jul-Sept 11 Quarter Summary.	28 October 2011	\$60,316
Approval by the Department of the Oct-Dec 11 Quarter Summary.	27 January 2012	\$60,316
Approval by the Department of the Jan-Mar 12 Quarter Summary.	27 April 2012	\$60,316

\* The Commonwealth may reduce any payment to the extent that the maximum amount of Funds is not required to meet actual expenditure or commitments for the Project under the Agreement.

The date for payment is 30 days after receipt of a correctly rendered invoice by the Commonwealth. A correctly rendered invoice is one that:

- (a) identifies the name of the Project;
- (b) sets out the name of the Commonwealth Liaison Officer; and
- (c) contains a claim for the amount of the Funds properly required.

Where the Commonwealth exercises its discretion pursuant to clause 2.4, the State must provide the Commonwealth with an updated invoice within 30 days of notification by the Commonwealth or by 15 June of that financial year, which ever occurs first.

**E. LIAISON OFFICERS (clauses 1.1, 5 and 15)**

**Commonwealth's Liaison Officer:**

The contact details to be used for notices are:

Address: Margaret Curran  
Director, Zoonoses, Food Borne and Emerging Infectious  
Diseases Section  
Department of Health and Ageing  
MDP 14, GPO Box 9848  
CANBERRA ACT 2601

And: Debra Gradie  
Zoonoses, Food Borne and Emerging Infectious Diseases  
Section  
Department of Health and Ageing  
MDP 14, GPO Box 9848  
CANBERRA ACT 2601

Phone: (02) 6289 2747  
Fax: (02) 6289 2500  
Email: [debra.gradie@health.gov.au](mailto:debra.gradie@health.gov.au)

**State's Liaison Officer:**

Address: Dr Rosemary Lester  
Assistant Director, Public Health Branch  
Communicable Disease Prevention and Control Unit  
Department of Human Services  
GPO Box 4057  
MELBOURNE VIC 3001

Phone: (03) 9096 5182  
Fax: (03) 9096 9174  
Email: [rosemary.lester@dhs.vic.gov.au](mailto:rosemary.lester@dhs.vic.gov.au)

And: Joy Gregory  
Epidemiologist, OzFoodNet Victoria  
Communicable Disease Prevention and Control Unit  
Department of Human Services  
GPO Box 4057  
MELBOURNE VIC 3000

Phone: (03) 9096 5897  
Fax: (03) 9096 9174  
Email: [joy.gregory@dhs.vic.gov.au](mailto:joy.gregory@dhs.vic.gov.au)

**F. ACKNOWLEDGEMENT (clause 8)**

The State must acknowledge the financial and other support received from the Commonwealth for the Project.

**G. EXISTING MATERIAL (clause 7)**

Not applicable.

**SIGNED**

for and on behalf of the )  
COMMONWEALTH OF AUSTRALIA )  
acting through the Department of Health )  
and Ageing ABN 83 605 426 759 on: )

28/4/08  
Date


by: Sandra Grebbie  
My Assistant Secretary  
Surveillance Branch  
Office of Health Protection  
Name of signatory

  
Signature

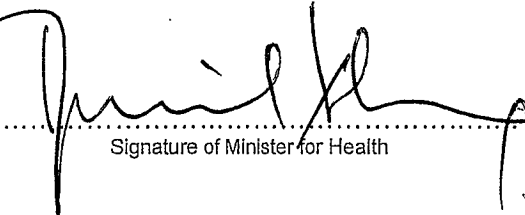
Position of signatory

in the presence of:

Jlene Ormond  
Name of witness

  
Signature of witness

**SIGNED by**  
The Hon. Daniel Andrews MP, Minister  
for Health for and on behalf of the  
**STATE OF VICTORIA**

  
Signature of Minister for Health

in the presence of:

JMCKENZIE  
Signature of witness

JMCKENZIE  
Name of witness (block letters)

21/04/09  
Date

The Outputs listed below will be provided by the State in accordance with Annexure B. The Commonwealth acknowledges and agrees that the State shall allocate the Funding substantially as outlined in Annexure B, and that the State will be deemed to have provided the Outputs listed below if and when the Key Performance Indicators in Annexure B have been met.

### GENERAL OUTPUTS

- Oversee and monitor the progress of the enhanced foodborne disease surveillance.
- Participate in and maintain effective working relationships with the OzFoodNet Network, in particular, the coordinating epidemiologist.
- Coordinate or participate in state, national and international investigations of foodborne disease and outbreaks to provide intelligence on the causes of foodborne disease.
- Contribute data arising from OzFoodNet studies and investigations to policy initiatives designed to improve food safety in Australia and internationally.
- Meet established timelines as specified in Items C and D of the Funding Agreement Schedule.
- Respond and contribute to emergency response efforts as needed, either national or local, in consultation with the coordinating epidemiologist.

### SPECIFIC OUTPUTS

- Participate in face-to-face meetings between the Department and the States as required.
- Host one Face-to-Face OzFoodNet Network meeting during the funding period.
- Participate in routine monthly teleconferences between the Department and the States.
- Participate in teleconferences for cluster and outbreak investigations between the Department and the States, as required.
- Participate in site visits by the Department to the State.
- Ensure the quality and consistency of surveillance of reportable foodborne diseases in the State to improve the national dataset.
- Aggregate and analyse State data on foodborne disease epidemiology and provide quarterly summaries and annual reports as specified in Item C of the Funding Agreement Schedule.
- Report on all outbreaks of gastrointestinal disease as specified in Item C of the Funding Agreement Schedule.
- Maintain the OzFoodNet Outbreak Register and submit to the Department as specified in Item C of the Funding Agreement Schedule.
- Train State-based stakeholders involved in foodborne disease investigations to improve the investigation of cases of human illness and outbreaks.

- Liaise with other individuals and organisations involved in foodborne disease investigations, including laboratories, food safety regulators and departments of agriculture.
- Participate in initiatives to collaborate, build capacity and compare foodborne disease data in other countries and regions, as approved by the Coordinating Epidemiologist.
- Provide the funding for the travel of a State epidemiologist to act as a trainer at one World Health Organization-Global Salmonella Surveillance (WHO-GSS) training course during the funding period. How and when this participation occurs is subject to agreement between the Department and the State.
- Facilitate and actively contribute to the conduct of studies including co-ordination and management of multi-centre case-control studies examining risk factors for, and consequences of, certain foodborne disease infections, such as *Campylobacter*, *Salmonella*, *Listeria* and Shiga toxin producing *E. coli*.
- Assist in the development of suitable tools such as questionnaires, databases and study methodologies for multi-centre epidemiological studies and ensure consistent techniques are utilised across the States.
- Present the results of OzFoodNet studies and investigations at conferences, meetings and workshops where appropriate.
- Publish the results of foodborne disease investigations and studies in peer reviewed journals and bulletins where appropriate.

Activity	Budget	Performance Indicators
<p><b>Staff</b></p> <ul style="list-style-type: none"> <li>• Epidemiologist (fulltime) and Research Officer, part-time (4 days /week)</li> <li>• Part time research officer (2days/week) for 3 months in 2008</li> <li>• Includes on costs for staff and operating costs.</li> </ul> <p><b>Investigation of foodborne diseases</b></p> <p><b>Active Surveillance</b></p>	<p>\$778,755</p>	<ul style="list-style-type: none"> <li>• Employment through to 30 June 2012.</li> <li>• Coordinate or participate in state, national and international investigations of foodborne disease and outbreaks to provide intelligence on the causes of foodborne disease.</li> <li>• Participate in teleconferences for cluster and outbreak investigations between the Department and the states as required.</li> <li>• Provide quarterly and annual reports as specified in Item C of the Funding Agreement Schedule.</li> <li>• Report on all outbreaks of gastrointestinal disease as specified in Item C of the Funding Agreement Schedule.</li> <li>• Provide cluster reports due fortnightly at COB every second Tuesday for the previous fortnight.</li> <li>• Ensure that notifiable foodborne disease data are checked regularly for quality and are consistent with nationally agreed case definitions.</li> <li>• Maintain the OzFoodNet Outbreak Register and submit to the Department as specified in Item C of the Funding Agreement Schedule.</li> </ul>

Activity	Budget	Performance Indicators
<p><b>Research</b></p> <ul style="list-style-type: none"> <li>• Ongoing studies and for specific foodborne pathogens. Costs cover employment of interviewers for the research study and a statistician if needed and publication of State specific reports.</li> </ul>	<p>\$50,000</p>	<ul style="list-style-type: none"> <li>• Recruitment for S Mississippi study through to 2011.</li> <li>• Conduct the Victorian component of a multi jurisdictional research study of antibiotic prescription practices of GPs in relation to selected cases of Campylobacter and Salmonella.</li> <li>• SE case control study write up</li> <li>• STM 135 Case Control Study write up</li> <li>• Contribute data arising from OzFoodNet studies and investigations to policy initiatives designed to improve food safety in Australia and internationally.</li> </ul>
<p><b>Training / Education</b></p> <ul style="list-style-type: none"> <li>• Guidelines for the Investigation of gastrointestinal illness</li> <li>• Outbreak investigation education for EHOs and others as required.</li> <li>• Training and education for OzFoodNet staff as required.</li> <li>• Projects for comparing disease burden with other countries in the region</li> <li>• Other educational activities as developed during the funding period.</li> <li>• Conference fees</li> </ul>	<p>\$14,781</p>	<ul style="list-style-type: none"> <li>• Production of the updated Guidelines for the Investigation of gastrointestinal illness. (2008/9).</li> <li>• Launch the updated guidelines in each of the DHS Regions (2008/9).</li> <li>• Provide ongoing catch-up sessions for EHOs in the investigation of gastrointestinal illness (2009-2010).</li> <li>• Conduct lectures for Environmental health students at Swinburne and Latrobe University.</li> <li>• Training and education for Victorian OzFoodNet staff as deemed necessary by the State.</li> <li>• Provide regional assistance to neighbouring countries through the Global Salm-Serv Network, by providing a Victorian OzFoodNet trainer to at least 1 workshops during the 2008-2012 period.</li> <li>• Assist with the evaluation component of the Egg Communication Strategy</li> </ul>

Proposed Expenditure of OzFoodNet Funds – 2008/2012

Annexure B

Activity	Budget	Performance Indicators
<p><b>Communication</b></p> <ul style="list-style-type: none"> <li>• Travel interstate for 2 staff (3 face to face meetings per year)</li> <li>• Strategic planning meetings as required</li> </ul>	<p>\$36,600</p>	<ul style="list-style-type: none"> <li>• Participate in and maintain effective working relationships with the OzFoodNet Network.</li> <li>• Participate in routine teleconferences between the Department and the States.</li> <li>• Attendance for 2 staff at 3 Face to Face meetings per year.</li> <li>• Participate in site visits by the Department to the State.</li> <li>• Host one face to face meeting - Nov 2008</li> <li>• Attend planning/extraordinary meetings as required</li> <li>• Attend regular meetings with the Department of Primary Industries.</li> </ul>
<p><b>Total Funds contributed by the Commonwealth for the period 1 July 2008 – 30 June 2012</b></p>	<p><b>\$880,136</b></p>	