



COVID-19 - Mandatory vaccination requirements

Vn 1.0 issued 1 April 2022

- (a) In this clause:
- i. “the contract” means the documents that constitute the final agreement between the parties, including this clause;
 - ii. “exemption” means a certificate issued by the Commonwealth that certifies the person has a permanent or temporary contraindication to all approved COVID-19 vaccines (or such other certificate as is accepted by PWC from time to time);
 - iii. “fully vaccinated” means receiving two doses of an approved COVID-19 vaccine and includes a third or subsequent dose as recommended from time to time; and
 - iv. “personnel” means the Contractor's/Consultant's/Supplier's workers (as defined in s 7 of the Work Health and Safety (National Uniform Legislation Act 2011);
 - v. “PWC” means the party to the contract that is the Power and Water Corporation; and
 - vi. “Contractor/Consultant/Supplier” means the party or parties to the contract that are not PWC.
- (b) The Contractor/Consultant/Supplier acknowledge it is PWC's policy that, from 1 April 2022, it is a prerequisite to entering into any contract with PWC that the Contractor/Consultant/Supplier and the Contractor's/Consultant's/Supplier's personnel are fully vaccinated for COVID-19 or have an exemption.
- (c) It is an essential term of the contract that:
- i. The Contractor/Consultant/Supplier and the Contractor's/Consultant's/Supplier's personnel who are located in the Northern Territory, or enter the Northern Territory in relation to the works performed under this Contract are fully vaccinated for COVID-19 or have evidence of an exemption;
 - ii. The Contractor/Consultant/Supplier maintain processes, systems and records (including a register if required) of the Contractor's/Consultant's/Supplier's personnel's vaccination status and exemptions, and the Contractor/Consultant/Supplier promptly permit PWC to sight those processes, systems or records on PWC's request; and
 - iii. The Contractor/Consultant/Supplier include in any subcontracts arising out of the contract substantially the same rights and obligations as this clause.
- (d) Despite any other provision of the contract, in the event of the Contractor's/Consultant's/Supplier's failure to comply with this clause, PWC may, at PWC's discretion, do one or more of the following by written notice:
- i. immediately suspend or reduce any payment to be made by PWC to the Contractor/Consultant/Supplier;
 - ii. recover from the Contractor/Consultant/Supplier a payment (or part of a payment) applicable to a period during which the Contractor/Consultant/Supplier failed to fully comply with this clause;
 - iii. immediately suspend or terminate the contract,
- and PWC will not be liable for, and the Contractor/Consultant/Supplier will not be entitled to, further payments, damages, compensation, or any other remedy, whether in contract, tort or equity, in connection with PWC having taken action under this sub-clause (d).