



Electronic Prescribing Declaration of Conformance

To: Australian Digital Health Agency
help@digitalhealth.gov.au

From: Vendor name:

ABN/ACN:

The Australian Digital Health Agency (the **Agency**) issues this Agency approved form (the **Declaration of Conformance**) which comprises the details in Part A and the Vendor Deed Poll in Part B, for software vendors to declare that their software system, including Software Product and Software Components (**Software System**), conforms to the mandatory requirements in the [Electronic Prescribing Conformance Profile \(Conformance Profile\)](#) stated in Part A section 2.3 and published under the [Electronic Prescribing Conformance Assessment Scheme](#) (also known as the **CAS**) forming part of the requirements approved in the [Electronic Prescription Information Technology Requirements Instrument 2019](#) made under section 12 of the [National Health \(Pharmaceutical Benefits\) Regulations 2017 \(Cth\)](#) for electronic prescribing.

The Agency will only consider a completed Declaration of Conformance (with both Part A and Part B completed) from a software vendor (**Vendor** identified in Part A) after the Software System has undergone a successfully observed conformance testing session with an Agency approved testing organisation (as may be set out in Schedule 1 to Part B) and a conformance test report confirming that the Software System conforms with the Conformance Profile (as detailed in Part A) is provided to the Agency. The Vendor's representations and obligations in this Declaration of Conformance will continue to apply notwithstanding any involvement of the Agency including its approval of the testing organisation and receipt of the test results and notwithstanding the entry of the Software System into the [Electronic Prescribing Register of Conformance \(Register\)](#).

The Conformance Profile and the CAS are published at <https://developer.digitalhealth.gov.au/electronic-prescribing>

The Register is published at <https://www.digitalhealth.gov.au/about-us/policies-privacy-and-reporting/register>

INSTRUCTIONS TO VENDOR

- Obtain a conformance test report confirming that the Software System conforms with the Conformance Profile (see above, Part A and Part B clause 2).
- In this Declaration of Conformance:
 - enter details in Part A; and
 - ensure the Vendor Deed Poll in Part B is signed by a person or people with legal authority and witnessed (with the appropriate execution and witnessing blocks ticked).
- Send the completed, signed and witnessed Declaration of Conformance to the Agency at help@digitalhealth.gov.au, unless the Agency directs that a hard copy of the Vendor Deed Poll signed under hand is required by post.
- Send (or ensure that the approved testing organisation sends) the conformance test report to the Agency at help@digitalhealth.gov.au.
- Please contact the Agency before completing this Declaration of Conformance if:
 - the Vendor is a trustee of a trust (see Part A section 1.1);
 - the applicable execution block for the Vendor has not been included; or
 - the Vendor is not eligible or is not intending to sign the Vendor Deed Poll using electronic signatures in compliance with the *Corporations Act 2001* (Cth) and the *Electronic Transactions Act 2000* (NSW).

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PART A

SECTION 1: VENDOR AND SOFTWARE SYSTEM DETAILS

1.1 Vendor details

Vendor (name of legal entity)

ABN/ACN

Is the Vendor making the Deed Poll as a trustee of any Trust? NO YES as trustee of (please specify the name of the trust):

If yes, please provide the following documents to the Agency and await directions **before** completing this Declaration of Conformance:

- copy of the current trust deed including any amendments; and
- written confirmation from a beneficiary that:
 - the trust deed and all amendments provided are current and complete; **and**
 - the Vendor is the currently appointed trustee.

Contact number

Address

Suburb: State: Postcode:

1.2 Contact details (telephone requires a direct contact number)

Primary contact Name: Position: Email: Telephone:

Secondary contact Name: Position: Email: Telephone:

1.3 Software System details

Direct Prescription Delivery Service System (Direct PDS)

Open Prescription Delivery Service System (Open PDS)

Active Script List Registry (ASLR)

Prescribing System

Connection type	Connection name
<input type="checkbox"/> Open PDS	
<input type="checkbox"/> ASLR	
<input type="checkbox"/> Direct PDS	

Prescription types (select all that apply)

Community Prescriptions Medication Charts

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Dispensing System

Connection type	Connection name
<input type="checkbox"/> Open PDS and ASLR	Open PDS: ASLR:
<input type="checkbox"/> Direct PDS	

Mobile Intermediary System

Connection type	Connection name
<input type="checkbox"/> Open PDS	
<input type="checkbox"/> ASLR	
Is the Mobile Intermediary System intended to offer connection services to other software vendors' Mobile Applications?	<input type="checkbox"/> NO <input type="checkbox"/> YES <i>If 'Yes', note additional obligations in Vendor Deed Poll in Part B</i>

Mobile Application connecting to a Mobile Intermediary System

Mobile Intermediary System name	
Software type	<input type="checkbox"/> Web-based <input type="checkbox"/> Installed on mobile/tablet device

General description of Software Product or changes to the Software Product since most recent inclusion of Software System on the Register

- Software System to be entered on the Register for the first time
- Software System electronic prescribing functionality changed since most recent entry of Software System on the Register (e.g. new or modified functions, or new Software System version)
- Conformance Profile version changed since most recent entry of Software System on the Register
- Other (*please specify*):

Reason for this declaration

Software System composition

Software Product	Version number	Conformance ID
Software Component(s)	Version number	

IMPORTANT: The Software System must be configured to use the EXACT Conformance ID indicated on this Declaration of Conformance and will remain subject to acceptance by the Agency and entry into the Register. The Conformance ID is defined in the Conformance Profile and is **case-sensitive**. Example: *myScriptApp|2.1.0*

SECTION 2: SOFTWARE COMPLIANCE AREAS

2.1 Software System compliance

Select the use cases supported by the Software System

Direct PDS System

Dispensing System connecting to Open PDS

Open PDS System

Dispensing System participating in Direct PDS

Active Script List Registry

Mobile Intermediary System

Prescribing System connecting to Open PDS

Mobile Application

Prescribing System participating in Direct PDS

2.2 Compliance with Commonwealth, State and Territory laws

Software System complies with the [National Health Act 1953 \(Cth\)](#) including subordinate legislation and instruments which define requirements for electronic prescriptions, electronic medication charts, and electronic medication chart prescriptions (**Commonwealth (Pharmaceutical Benefits) legislative framework**).

An overview of the Commonwealth (Pharmaceutical Benefits) legislative framework is available at <https://www.health.gov.au/initiatives-and-programs/electronic-prescribing#pbs-regulatory-framework>

Software System complies with the statutory requirements of each State and Territory.

If there is any inconsistency between the State or Territory requirements specified in the Conformance Profile version in section 2.3 and in any State or Territory laws, this section 2.2 requires compliance with the requirements in the relevant State or Territory law(s). The indicative State and Territory laws are listed at

<https://www.health.gov.au/initiatives-and-programs/electronic-prescribing#state-and-territory-requirements>.

IMPORTANT: The Commonwealth (Pharmaceutical Benefits) legislative framework requires Vendor compliance with each State and Territory law and this Conformance Declaration for the Software System to participate in electronic prescribing. **State and Territory laws and regulators may require Vendors to have other declarations or approvals for the Software System to participate in electronic prescribing in those States and Territories.**

2.3 Conformance Profile

This Declaration of Conformance records your declaration that the Software System conforms to the mandatory requirements of this version of the Conformance Profile:

Conformance Profile version number

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PART B

VENDOR DEED POLL

This Deed Poll is made by the software vendor whose details are set out in section 1.1 of Part A (the **Vendor**), in favour of the Australian Digital Health Agency (the **Agency**) and the Commonwealth as represented by the Department of Health and Aged Care, Services Australia and their successor entities (the **Commonwealth**).

Deed Poll and inconsistency

1. This Deed Poll comprises the following parts:
 - a. clauses 1 to 40 of Part B;
 - b. sections 1 and 2 of Part A; and
 - c. any schedules to Part B.

To the extent that there is an inconsistency between any of the terms in those documents, the terms of the document higher in the list will govern to the extent of the inconsistency.

Subject to clause 31 no confirmation, licence, invoice or similar document issued by or on behalf of the Vendor or any of its personnel will vary or form part of this Deed Poll.

Attestation of Software System conformance

2. The Vendor submits this Declaration of Conformance with signed Deed Poll to attest that:
 - a. the information entered in Part A is true and correct, and the Vendor agrees to be bound by the warranties, terms and conditions in Part B;
 - b. the Software System conforms to all mandatory conformance requirements in the Conformance Profile version specified in Section 2.3 of Part A; and
 - c. the Software System has passed a conformance test by an Agency approved testing organisation (as may be set out in Schedule 1 to Part B).
3. The Vendor acknowledges that giving false or misleading information to a Commonwealth entity is a serious offence under sections 136.1 and 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).

Delivery, commencement of operation and expiration of this Deed Poll

4. This Deed Poll commences on the date the Deed Poll is validly executed by the Vendor and continues in operation until the Deed Poll is terminated under clause 26. The Agency may request and the Vendor agrees to provide a new Declaration of Conformance with signed Deed Poll at any time.

Interpretation

5. The Vendor acknowledges that for the purposes of this Deed Poll:
 - a. **Business Day** means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in the place where the act is to be performed.

Vendor obligations

6. The Vendor must comply and remain compliant with the *Electronic Prescribing Conformance Assessment Scheme* as amended from time to time.
7. The Vendor must not represent that any level of conformance or listing in the Register is any endorsement, affiliation or sponsorship of the Vendor or of any part of the Software System. The Vendor is not granted any right to use the trade marks or logos of the Agency or the Commonwealth through this Deed Poll or through the Vendor's participation in electronic prescribing. The Vendor acknowledges that any use of the trade marks or logos of the Agency or of the Commonwealth would be subject to a separate trade mark licence deed or other contract.
8. The Vendor must not:
 - a. release the Software System, including any versions, revisions or components that impact electronic prescribing capability to the market; or
 - b. commence use of the Software System for electronic prescribing,

until the Agency has accepted the Declaration of Conformance, and entered the Software System on the Register.

The Vendor must notify the Agency of all versions of Software Products and Software Components that are in use in the market that do not conform with a Conformance Profile supported by the Agency.

VENDOR DEED POLL continued

9. The Vendor provides this Declaration of Conformance to the Agency with a complete compliance test report, or authorises and ensures that an authorised test organisation will provide a complete compliance test to the Agency, in the form that the report was provided to the Vendor, without any alteration or omission, that demonstrates conformance of the Software System with the Conformance Profile and the information entered in Part A of this Declaration of Conformance. The Vendor must retain a copy of the test report for the term of this Deed Poll and for a period of seven years following termination.
10. The Vendor acknowledges that the Agency or its representatives may from time to time conduct, handle or facilitate:
- quality assurance analysis of the conformance and compliance of the Software System against the relevant Conformance Profile (**Quality Assurance Analysis**); and
 - administrative or statutory reviews, inquiries, investigations, audits or complaints in connection with electronic prescribing systems (including data related issues).

At the Agency's request, and on reasonable notice, the Vendor must at its cost provide reasonable assistance in relation to any such activities. This may include, but is not limited to, providing access to material, records, personnel and computer hardware, software and equipment associated with the Software System and, when requested, copies of the Software Product and Software Components. To avoid doubt, the Vendor agrees that the Agency or its representatives are not obligated to treat information in connection with a Quality Assurance Analysis as confidential information.

11. The Vendor must promptly notify the Agency if:
- the Software System becomes non-conformant, or the Vendor suspects that the Software System may no longer conform, with the Conformance Profile;
 - there are changes or upgrades to the Software System, including when the Software System introduces new electronic prescribing functions;
 - there is an error or other issue in the Software System that will or has the potential to impact on the operation, security, integrity, clinical safety or reputation of electronic prescribing;
 - there is a material change in the Vendor's legal structure, or the Vendor is involved in a merger or acquisition; or
 - the Vendor's nominated contact person(s), or their contact details, change.
12. The Vendor agrees that the Software System will not introduce any virus, disabling or malicious device or code, worm, trojan, time bomb or other harmful or destructive code (**Harmful Code**) in any way. If the Vendor becomes aware that Harmful Code has or might have been introduced, the Vendor must immediately notify the Agency, giving details of the circumstances.
13. If:
- the Vendor notifies the Agency of an error or other issue in the Software System under clause 11 or clause 12;
 - a Quality Assurance Analysis of the Software System reveals an issue with the Software System;
 - the Software System has or may have introduced Harmful Code into electronic prescribing systems; or
 - the Agency becomes aware of an error or issue, or potential error or issue, in the Software System,
- the Vendor must:
- (to the extent the error, issue or introduction of Harmful Code has not been confirmed) promptly confirm whether or not the error, issue or introduction of Harmful Code has occurred and inform the Agency;
 - follow Agency direction on remediation actions and timeframes to address the error or issue ; and
 - implement at the Vendor's own cost the agreed remediation actions in the agreed timeframes.
14. The Vendor acknowledges that if:
- the Agency and Vendor cannot agree on the existence or cause of an error or other issue (including a non-conformance issue); or
 - the Vendor fails to implement the remediation actions and in the timeframes directed by the Agency,
- the Agency may take any action it considers necessary including withdrawing or removing the Software System from the Register, and the Vendor will remain liable for any non-conformance notwithstanding any detection by the Agency of non-conformance, errors or other issues or Agency directions to remediate them.

VENDOR DEED POLL continued

Prescription Delivery Service Obligations

15. If the Software System is identified as an Open PDS System in Section 1.3 of Part A, then the Vendor must support all software vendors intending for their software systems to integrate (or already integrated and subject to the Conformance Assessment Scheme) with the Open PDS System (**Prospective Open PDS Connecting Vendors**) by:
- providing a Software Verification Test (**SVT**) environment to Prospective Open PDS Connecting Vendors;
 - providing technical interface specifications and related documentation to Prospective Open PDS Connecting Vendors as required to integrate their software systems to the Open PDS Service infrastructure;
 - conducting and/or assuring integration testing of the software systems of Prospective Open PDS Connecting Vendors including before and after a software systems is purportedly integrated with the Open PDS Service infrastructure;
 - formally observing conformance testing of software of Prospective Open PDS Connecting Vendors, and providing assurance when their software systems intending to use the Open PDS Service satisfy the relevant conformance requirements of the CAS and the relevant Conformance Profile; and
 - completing and submitting to the Agency a conformance test report, detailing the outcome of the formally observed conformance testing performed on software systems intending to integrate or are purportedly integrated with the Open PDS Service infrastructure.

Mobile Intermediary Obligations

16. If the Software System is identified as a Mobile Intermediary System *and* is identified as offering connection services to other software vendors' Mobile Applications in Section 1.3 of Part A, then the Vendor must support all software vendors intending for their Mobile Applications to use (or already using and subject to the Conformance Assessment Scheme) connection services of the Vendor (**Prospective Mobile Intermediary Connecting Vendors**) by:
- providing a Software Verification Test (**SVT**) environment for Prospective Mobile Intermediary Connecting Vendors;
 - providing technical interface specifications and related documentation to Prospective Mobile Intermediary Connecting Vendors, as required to integrate their Mobile Applications to the Mobile Intermediary Service infrastructure;
 - conducting and/or assuring integration testing of the Mobile Applications of Prospective Mobile Intermediary Connecting Vendors that integrate with the Mobile Intermediary Service infrastructure;
 - formally observing the conformance testing of Mobile Applications of Prospective Mobile Intermediary Connecting Vendors, and providing assurance when their Mobile Applications intending to use the Mobile Intermediary Service satisfy the relevant conformance requirements of the CAS and the relevant Conformance Profile; and
 - completing and submitting to the Agency a conformance test report, detailing the outcome of the formally observed conformance testing performed on Mobile Applications that are intended to integrate or are purportedly integrated with the Mobile Intermediary Service infrastructure.

Audit

17. The Vendor must:
- keep adequate records in sufficient detail to allow the Agency to determine the Vendor's compliance with this Deed Poll;
 - give the Agency or its representatives access on reasonable notice to conduct audits, perform conformance tests and access conformance test reports in connection with electronic prescribing systems (including data related issues); and
 - at its own cost provide reasonable assistance in relation to any activities referred to in clause 17b, including but not limited to providing access to material, records, personnel, computer hardware, software and equipment associated with the Software System.

Variation to Conformance Assessment Scheme and Conformance Profile

18. The Vendor acknowledges that the Conformance Assessment Scheme, the Conformance Profile and associated technical framework documents forming part of the Conformance Assessment Scheme will be updated or replaced from time to time, and that the Agency will withdraw support for previous versions. The Vendor must complete conformance testing against any new or updated conformance requirements and comply with any directions issued by the Agency. If a Conformance Profile is not supported (or notice of withdrawal of support has been provided by the Agency), the Agency may, at its absolute discretion, take any action it considers necessary including withdrawing or removing the applicable Software System from the Register.

VENDOR DEED POLL continued**Warranties**

19. The Vendor represents and warrants that:

- a. everything in the Declaration of Conformance is true and correct;
- b. it has not placed any reliance upon any representation or statement made by the Agency or the Commonwealth, or any of the Agency or the Commonwealth's officers, employees, contractors or agents for the purposes of entering into this Deed Poll;
- c. it enters into this Deed Poll based on its own investigations, interpretations, deductions, information and determinations and that it has and will be deemed to have satisfied itself as to all matters which affect or may affect its obligations under this Deed Poll;
- d. the Software System will not infringe the intellectual property rights or other rights of any person; and
- e. it has the requisite power and authority to enter into this Deed Poll and to carry out the obligations contemplated by this Deed Poll.

Limitation of liability

20. Neither the Agency or the Commonwealth has any liability to the Vendor, or to any other party claiming through the Vendor, in respect of any loss the Vendor might incur or suffer (including as a result of negligence) that is directly or indirectly related to the Software System's participation or non-participation in electronic prescribing which includes, without limitation, any decision to include, withdraw or remove the Software System from the Register, or any amendment to, replacement or deprecation of, a Conformance Profile.

Vendor indemnities

21. The Vendor indemnifies both the Agency and the Commonwealth and their representatives against all liability, expense, loss, damage or cost reasonably sustained or incurred by the Agency or the Commonwealth (or their representatives) as a result of:

- a. the Vendor's breach of one or more terms of this Deed Poll; or
- b. any claim made or threatened, or action taken, by a third party arising out of or in connection with:
 - i. any negligent, unlawful or willfully wrong act or omission of the Vendor;
 - ii. an allegation that the Software System infringes the intellectual property rights or moral rights of the third party; or
 - iii. the Vendor's breach of one or more terms of this Deed Poll.

22. The Vendor's liability in respect of any of the indemnities above will be reduced proportionately to the extent that any negligent or other tortious act or omission of:

- a. the Agency or its representatives;
- b. the Commonwealth or its representatives; or
- c. another vendor in relation to that vendor's software system entered on the Register (except where the Vendor has any control over that other vendor or has contributed to that other vendor's software system entered on the Register), contributed to the relevant liability, expense, loss, damage or cost.

Disputes

23. A party will not commence court proceedings relating to any dispute arising from this Deed Poll except when that party seeks urgent relief from a court or when dispute resolution has failed under clause 24. If a party fails to comply with clause 24, the other party is not required to undertake dispute resolution for the dispute in accordance with clause 24.
24. The parties will negotiate in good faith to settle a dispute arising between them and, if the dispute cannot be settled by negotiation (including negotiation between senior management of the parties) then, within 30 days of the dispute being notified to senior management, the parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.
25. The Vendor must at all times during the dispute continue to fulfil its obligations under this Deed Poll. The Agency may, during the course of the dispute, take any action it considers necessary including temporarily suspending or removing the applicable Software System from the Register.

Termination

26. The Vendor may terminate this Deed Poll by giving the Agency at least seven days written notice. Without limiting the Agency's rights or remedies in any way, if the Vendor terminates this Deed Poll, the Agency may immediately take any action it considers necessary including, without limitation, removing the Software System from the Register. The Vendor remains liable for the performance of its obligations under this Deed Poll up until the date of termination. This clause survives termination.

VENDOR DEED POLL continued

Notices

27. A notice under this Deed Poll must be in writing, in English and signed by a person duly authorised by the sender. A notice or other communication is properly given or served by a party if that party:

- a. delivers it by hand;
- b. posts it; or
- c. transmits it by electronic mail,

to the recipient's address for notices specified below:

The Agency's notice details:

Australian Digital Health Agency
Level 25, 175 Liverpool Street
Sydney NSW 2000
Chief Operating Officer contracts@digitalhealth.gov.au
CC: General Counsel legal@digitalhealth.gov.au

The Vendor's notice details: set out in Part A.

28. A notice given in accordance with clause 27 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- a. if delivered by hand, when the party who sent the notice holds a receipt for it, signed by a person employed by the intended recipient at the physical address for receipt of notices;
- b. if sent by post from and to an address within Australia and correctly addressed, after seven Business Days;
- c. if sent by post from or to an address outside Australia and correctly addressed, after 20 Business Days;
- d. if sent by electronic mail, when received by the addressee party's computer system or when the sending party's computer generates written notification that the notice is received by the addressee party, whichever is earlier; and
- e. if the delivery, receipt, or transmission of the notice is not on a Business Day or is after 5.00pm on a Business Day, at 9.00am on the next Business Day.

General

29. A reference to this Deed Poll includes the Declaration of Conformance, to which this Deed Poll forms a part.
30. The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions, and words in the singular include the plural and vice versa.
31. The Vendor must not vary this Deed Poll without seeking the Agency's prior written consent to such variation.
32. The Vendor must not, without the prior written consent of the Agency, assign in whole or in part, its rights under this Deed Poll.
33. Any indemnity under this Deed Poll is independent and survives termination of this Deed Poll and any other term by its nature intended to survive termination of this Deed Poll survives termination of this Deed Poll, including clauses 17 and 19 to 40.
34. Nothing in this Deed Poll limits or restricts any function, power, right or entitlement of the Agency or the Commonwealth.
35. Failure by the Agency or the Commonwealth to enforce a condition of this Deed Poll will not be construed as in any way affecting the enforceability of that condition or this Deed Poll as a whole.
36. The parties acknowledge and agree that:
 - a. nothing in this Deed Poll creates any agency, partnership, fiduciary relationship, or trust between the parties; and
 - b. nothing in this Deed Poll authorises or permits one party to incur any liabilities or undertake any obligations on behalf of or in the name of the other party.
37. The Vendor must, in the performance of this Deed Poll, comply with and ensure its personnel, officers and contractors comply with the laws from time to time in force in the State, Territory, or other jurisdictions in which any part of this Deed Poll is to be carried out.

VENDOR DEED POLL continued

- 38. Where the Agency has received a request for access to a document created by, or in the possession of, the Vendor or any subcontractor that relates to the performance of this Deed Poll (but not to the entry into this Deed Poll), the Agency may at any time by giving notice require the Vendor to provide the document to the Agency and the Vendor must, at no additional cost to the Agency, promptly comply with the notice but in any event no later than 10 Business Days from the date of receipt of the Agency's request.
- 39. The Vendor acknowledges and agrees that the primary and secondary contacts nominated in section 1.2 of Part A have consented to their contact details (as set out in section 1.2 of Part A) being made publicly available in association with the Register.
- 40. This Deed Poll is governed by, and will be construed according to, the laws of the state of New South Wales.

EXECUTED as a deed.

INSTRUCTIONS TO VENDOR

- Tick the signature block applicable to your entity type (i.e. BLOCK A, B or C)
- Tick the relevant option for witnessing, with
 - option 1 to apply where witnessing occurs with **wet ink** signatures 
 - or
 - option 2 to apply where witnessing occurs **electronically** by video link. 

By ticking those boxes you are confirming the correct execution and witnessing blocks that apply to this deed. If the applicable signature block for your entity type is not included, please inform the Agency so it can be included.

SIGNATURE BLOCK A: TICK FOR DEEDS EXECUTED BY A COMPANY WITH MULTIPLE DIRECTORS

SIGNED, SEALED AND DELIVERED for and on behalf of

Vendor name: _____

ABN/ACN: _____

in accordance with the requirements of section 127 of the *Corporations Act 2001* on: **Date:** _____

by:

Printed name of Director

Signature of Director

WITNESSING OPTION 1A:  *Tick for deeds being signed under hand and **witnessed with wet signatures** in the presence of:*

Printed name of witness

Signature of witness

Signature Block A continued

WITNESSING OPTION 2A:  Tick for deeds being signed and **witnessed electronically by video link**

By signing below the witness attests or confirms that this document or a copy of this document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Date of witnessing the signatory's signature

Date of this attestation or confirmation

Printed name of witness

Signature of witness

and

Printed name of Director / Secretary

Signature of Director / Secretary

WITNESSING OPTION 1A:  Tick for deeds being signed under hand and **witnessed with wet signatures**
in the presence of:

Printed name of witness

Signature of witness

WITNESSING OPTION 2A:  Tick for deeds being signed and **witnessed electronically by video link**

By signing below the witness attests or confirms that this document or a copy of this document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Date of witnessing the signatory's signature

Date of this attestation or confirmation

Printed name of witness

Signature of witness

SIGNATURE BLOCK B: TICK FOR DEEDS EXECUTED BY A COMPANY WITH A SOLE DIRECTOR

SIGNED, SEALED AND DELIVERED for and on behalf of:

Vendor name: _____

ABN/ACN: _____

in accordance with the requirements of section 127 of the *Corporations Act 2001* on: **Date:** _____

by authority of its sole director/secretary:

Printed name of Sole Director/Secretary

Signature of Sole Director/Secretary

WITNESSING OPTION 1B:  *Tick for deeds being signed under hand and **witnessed with wet signatures** in the presence of:*

Printed name of witness

Signature of witness

WITNESSING OPTION 2B:  *Tick for deeds being signed and **witnessed electronically by video link***

By signing below the witness attests or confirms that this document or a copy of this document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Date of witnessing the signatory's signature

Date of this attestation or confirmation

Printed name of witness

Signature of witness

SIGNATURE BLOCK C: TICK FOR DEEDS EXECUTED BY A COMPANY TRUSTEE

SIGNED, SEALED AND DELIVERED by

Vendor name: _____

ABN/ACN: _____

pursuant to section 127 of the *Corporations Act 2001* on **Date:** _____

by:

Printed name of Director

Signature of Director
who represents and warrants that he/she has the authority to bind the Trustee consistent with the terms of the Trust Deed

WITNESSING OPTION 1C:  *Tick for deeds being signed under hand and **witnessed with wet signatures** in the presence of:*

Printed name of witness

Signature of witness

WITNESSING OPTION 2C:  *Tick for deeds being signed and **witnessed electronically by video link***

By signing below the witness attests or confirms that this document or a copy of this document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Date of witnessing the signatory's signature

Date of this attestation or confirmation

Printed name of witness

Signature of witness

and

Printed name of Director/Secretary

Signature of Director/Secretary
who represents and warrants that he/she has the authority to bind the Trustee consistent with the terms of the Trust Deed

WITNESSING OPTION 1C:  *Tick for deeds being signed under hand and **witnessed with wet signatures** in the presence of:*

Printed name of witness

Signature of witness

Signature Block C continued

WITNESSING OPTION 2C:  Tick for deeds being signed and **witnessed electronically by video link**

By signing below the witness attests or confirms that this document or a copy of this document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

Date of witnessing the signatory's signature

Date of this attestation or confirmation

Printed name of witness

Signature of witness

Schedule 1 – Agency approved testing organisations

Software System	testing organisation
any Software System not listed below	not specified and still subject to Agency approval
Software System intended to integrate with Open PDS System infrastructure	an entity listed on the Register as a software vendor for the relevant Open PDS System infrastructure
Software System intended to integrate with Mobile Intermediary Service infrastructure	an entity listed on the Register as a software vendor for the relevant Mobile Intermediary Service infrastructure

- END OF FORM -

Save the filled form.

SAVE

Print the form.

PRINT

◀ PREVIOUS

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