



Request for Tender

Doctors Health Services Pty Ltd (Drs4Drs) invites applications from universities and other suitable organisations to conduct a research project on evaluating the effectiveness of support services provided to doctors and medical students. This research aligns with our mission to enhance the health and wellbeing of doctors and medical students across Australia. This is a competitive process.

The total funding available for this research project is \$160,000 (exclusive of GST), which is intended to cover all project phases, deliverables, reporting requirements and dissemination activities outlined in this Request for Tender (RFT).

Please submit your tender by email to sdobler@drs4drs.com.au before **5pm (Canberra time) on 8 September 2025**. Drs4Drs reserves the right not to consider late tenders.

Project Brief	Information about Drs4Drs is set out in Section 1 . The Services are detailed in Section 2 . The work is expected to take 12-16 months. A draft contract is attached.	
Timeframes	8 September 2025	Closing date for tenders
	October 2025	Advise tenderers of outcomes
	November 2025	Execution of contract with successful Research Partner (if any)
	January 2026	Services commence
	By May 2026	Ethics approval obtained
	July 2026	Submission of Deliverables 1 - 2
	December 2026	Submission of Deliverables 3- 7, including the Final Summary and Outcomes
	Within 2 years of final report	Conference Presentation
	<i>All timeframes other than the closing date are indicative.</i>	
Format for tenders	Tenders should include all the information in Section 3 .	
Selection criteria	Tenders will be evaluated against the selection criteria in Section 4 . Drs4Drs is not bound to accept the lowest or any tender.	
Contact for questions or further information	Ms Sabrina Dobler Program Manager Drs4Drs Mobile: +61 2 6270 5406 Email: sdobler@drs4drs.com.au Please note that Drs4Drs may circulate answers to questions to other tenderers (on a non-attributable basis).	

Section 1 – General Information

Purpose of the engagement

Drs4Drs has been supporting Australian Doctors' Health Services since 2015, however to date no research has been conducted on the effectiveness of and improvement areas for the Doctors' Health Services.

Introduction to Doctors' Health Services (Drs4Drs)

Drs4Drs is a national not-for-profit charitable organisation established as an independent subsidiary of Australian Medical Association Ltd. We advocate for a healthier medical workforce and foster a culture that prioritises the health and well-being of doctors and medical students. Our vision is for healthy doctors and medical students to care for themselves, their colleagues, and their patients.

Objectives of the Services

The objective of this research is to develop, implement and evaluate a methodology to assess the effectiveness of support services aiming to improve the health and wellbeing of doctors and medical students across Australia. The scope will be limited to Australian Doctors' Health Services (www.drs4drs.com.au/help) and will include a mapping exercise to comprehensively determine the services that are offered across the nation. A desired outcome is to evaluate the current services and provide guidance for expansion in areas where less is available.

Section 2 – Services

Detailed description of Services

Phase 1: Evaluation Framework Development

Objective: Identify existing evaluation frameworks and instruments for services similar to those delivered by Australian Doctors' Health Services.

Tasks:

- Identify outcome measures for the effectiveness of Doctors' Health Services.
- Identify stakeholders internationally with applicable evaluation methodologies.
- Conduct a systematic or scoping review to consolidate the published literature on evaluation frameworks and instruments applicable to Doctors' Health Services.

Phase 2: Methodology Development and Validation

Objective: Develop and validate a methodology for measuring the effectiveness of specialised Australian Doctors' Health Services in terms of health and well-being of service recipients, ensuring ethical, efficient, and long-term applicability.

Tasks:

- Co-design a methodology with participating Australian Doctors' Health Services for evaluating the effectiveness of these services across Australia, includes mapping of the services provided.
- Validate that aspects of the methodology can be applied to various local services, which differ in the type and scope of services provided.

Phase 3: Effectiveness Assessment

Objective: Assess the effectiveness of Australian Doctors' Health Services in improving the health and wellbeing of doctors and medical students using their services.

Tasks:

- Implement and apply the co-designed evaluation methodology developed in Phase 2 with participating Doctors' Health Services.
- Evaluate the use, costs, and effectiveness of the methodology, including its impact on service recipients and the Doctors' Health organisations.
- Engage stakeholders to apply the methodology to existing services from providers other than Doctors' Health Services.

Phase 4: Support and Strategic Expansion

Objective: Support and expand Australian Doctors' Health Services to meet current and future needs of doctors and medical students.

Tasks:

- Identify the unmet needs of doctors and medical students relevant to Doctors' Health Services.
- Model future demands on Doctors' Health Services and relate them to existing resources.
- Identify opportunities for building capacity, strengthening, and expanding Doctors' Health Services to meet current and future needs.

Expected Deliverables

1. Comprehensive Report on Existing Evaluation Frameworks

- Identify and analyse existing evaluation frameworks and instruments used globally for services similar to those delivered by Australian doctors' health services. This report will include a comparative analysis to highlight best practices and applicable methodologies.

2. Methodology Development and Validation Report

- Develop and validate a tailored methodology for measuring the effectiveness of specialised Australian Doctors' Health Services. The deliverable includes ensuring the methodology is ethical, efficient, and adaptable for long-term application.

3. National Effectiveness Assessment Report

- Assess the effectiveness of Doctors' Health Services across Australia in improving the health and well-being of doctors and medical students using the newly developed methodology. This report will include data analysis, case studies, and user testimonials.

4. Comprehensive Expansion Roadmap

- Develop a detailed roadmap to guide the expansion of Australian Doctors' Health Services, ensuring they meet the evolving needs of doctors and medical students effectively and sustainably.

5. Peer-Reviewed Journal Publication

- Prepare and submit at least one paper detailing significant research findings to a peer reviewed medical journal. Ensure adherence to academic standards and journal guidelines.

6. Conference Presentation

- Submit research findings for presentation at an academic or scientific conference within two years of the final report. The presentation should effectively communicate the research outcomes to the academic community.

7. Final Project Summary and Completion Report

- A Final Summary Report consolidating the key findings, methodology, insights, and recommendations from all project phases. This report is intended for internal use by Drs4Drs and is not to be published or publicly distributed without prior written approval.
- An Outcomes Summary written in plain language, suitable for communication with external stakeholders or non-technical audiences. Public release of this summary must also be approved in advance by Drs4Drs.

Governance

The Drs4Drs program manager is the centralised day to day contact point for Services.

The successful Research Partner will also need to work closely with participating Australian Doctors' Health Services.

The Research Partner will report to Drs4Drs through the program manager and may be required to present to the Drs4Drs Board as required.

Ethics Approval

The selected Research Partner will be responsible for obtaining ethics approval for the project. This includes preparing and submitting the necessary documentation to the relevant ethics committees and ensuring that all research activities comply with ethical standards and guidelines.

Acknowledgement Requirements

The Research Partner is required to include a relevant statement acknowledging the Medical Board of Australia funding support, Drs4Drs and the participating Australian Doctors' Health Services in all communications, publications, presentations, and other disseminations resulting from the research.

Reporting Requirements

The Research Partner will be required to provide written reports aligned with each of the project phases and deliverables outlined above (**Expected Deliverables**). Reporting requirements are:

- **Ethics Approval Notification**
A copy of the ethics approval letter (or equivalent) must be provided to Drs4Drs, along with any conditions or limitations associated with the approval.
- **Phase Reports**
A report is to be submitted at the completion of each phase, consistent with the deliverables listed in **Section 2**:
 - **Phase 1: Evaluation Frameworks Report**
 - **Phase 2: Methodology Report**
 - **Phase 3: Effectiveness Assessment Report**
 - **Phase 4: Expansion Roadmap**
- **Final Reports**
At project completion, the Research Partner will be required to submit a consolidated summary of findings, and an outcomes summary as outlined in **Deliverable 7**.
- **Dissemination Outputs**
A submitted manuscript copy, along with the letter of acceptance for publication in a peer-reviewed journal, to be provided to Drs4Drs at least **40 days** prior to planned release. Confirmation of abstract acceptance for an academic or scientific conference must also be submitted.

Dissemination of findings

The Research Partner will be required to submit at least one paper for publication in an appropriate peer-reviewed medical journal, unless otherwise agreed in writing by Drs4Drs. A copy of all published papers must be provided via email to sdobler@drs4drs.com.au.

The Research Partner will also be required to submit their research findings for presentation at an academic/scientific conference, any time within two years of submitting their final report, unless otherwise agreed in writing by Drs4Drs.

Publicity and Media Engagement

The Research Partner agrees to participate in various publicity activities initiated by Drs4Drs, which may include media interviews, press releases, social media posts, and public announcements. The Research Partner consents to the use of their name, logo, and project details for promotional purposes. Drs4Drs commits to coordinating these activities with the Research Partner to accommodate their preferences and schedules.

Section 3 – Information to be included in Tenders

1. Research Partner Information
 - Name of Research Partner:
 - ABN of Research Partner:
 - Address of Research Partner:
 - Name and contact details of Research Partner's day to day contact.
2. The Research Partner's approach to delivering the requirements set out in section 2, including:
 - the proposed research methodology;
 - the process for obtaining ethics approval;
 - the process and indicative timeline for publication, including potential journal options;
 - the process and indicative timeline for conference presentation.
3. The Research Partner's approach to working constructively with Drs4Drs and the participating Australian Doctors' Health Services.
4. An outline of the Research Partner's relevant expertise and experience in delivery of similar services, including references from previous engagements.
5. The Research Partner's ability to demonstrate proven competence in managing all facets of risk associated with management and delivery of a national research project.
6. Details of the Research Partner's proposed team including:
 - the Research Partner's primary senior contact;
 - the key personnel;
 - brief resumes for key personnel;
 - the time commitment for each team member, approach to managing competing priorities; and
 - details of any subcontracting arrangements.
7. Confirmation that the Research Partner does not have a conflict of interest or details of any potential conflict of interest and strategies to manage.
8. A proposed milestone payment schedule across the full project, aligned to key deliverables and timeframes.
9. A project plan, outlining expected timeframes for ethics approval and each project phase, along with any dependencies or risks to delivery.
10. Details of any other funding sources (including in-kind funding) that will be utilised for this project.

Section 4 – Selection criteria

1. Demonstrated understanding of the nature and business of Drs4Drs.
2. Quality and feasibility of the proposed methodology, project plan, and timeline, including the approach to obtaining ethics approval.
3. Proven experience and strength of the proposed team in designing and delivering all aspects of a national research project.
4. Demonstrated ability to work constructively with a range of stakeholders, including Drs4Drs and Australian Doctors' Health Services.
5. Commitment to ethical research practices and compliance with all applicable legal and data governance requirements.
6. Confirmation of no conflict of interest, or provision of a satisfactory strategy to manage any identified potential or perceived conflict.
7. Ability to produce research of publishable quality and present findings at a relevant academic or scientific conference.
8. Alignment of the proposal with Drs4Drs' strategic priorities including its mission to support the health and wellbeing of doctors and medical students.
9. Transparency of additional funding sources and justification of proposed milestone payments.
10. Willingness to comply with the terms of the draft.
11. Demonstrated ability to deliver outcomes on time and within budget.



SERVICES AGREEMENT

Parties

Full name	Doctors' Health Services Pty Ltd (Drs4Drs)
ABN	24 606 610 440
Notice details	Level 1 39 Brisbane Avenue Barton ACT 2600 PO Box 6090 Kingston ACT 2604 Attention:
Representative	

Full name	(Research Partner)
ABN	
Notice details	
Representative	

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory.

Copyright Act means the *Copyright Act 1968* (Cth).

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is listed in the **Schedule** or otherwise designated by Drs4Drs as confidential; or
- (c) the Research Partner knows, or ought to know, is confidential, but does not include information:
- (d) which is or becomes public knowledge other than by breach of this agreement or any other confidentiality obligation;
- (e) rightfully known by the receiving party from a third party who has the right to disclose such information or materials without breach of any confidentiality obligation to the disclosing party;
- (f) rightfully acquired by the receiving party from a third party prior to receiving such information or materials from the disclosing party; or
- (g) independently developed by the receiving party.

Damages means liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party) and consequential and indirect losses and damages including those arising out of any third party claim.

Deliverables means the product of the Services, including the materials referred to in the Schedule.

Fees means the fees for the Services set out in the **Schedule**.

Intellectual Property Rights means all intellectual property rights, including:

- (a) patents, copyright, rights in circuit layouts, registered designs, trade marks;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist anywhere in the world (including Australia),

whether or not such rights are registered or capable of being registered.

Key Personnel means any individuals specified in the **Schedule**.

Moral Rights has the meaning given in the Copyright Act.

Personal Information has the meaning given in the Privacy Act.

Personnel means, in relation to a party, the officers, employees, contractors and agents of the party and any Related Body Corporate of it.

Privacy Act means the *Privacy Act 1988* (Cth).

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Research Partner's Pre-existing Intellectual Property Rights means the Intellectual Property Rights owned by the Research Partner before the execution of this agreement.

Services means the services set out in the **Schedule** to be provided by the Research Partner under this agreement, including the provision of the Deliverables.

Term has the meaning given in clause 2.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to time in the place where the obligation is to be performed;
- (g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for

example, such as or similar expressions;

- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it;
- (l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (m) headings are for ease of reference only and do not affect interpretation.

2. TERM OF AGREEMENT

Subject to clause 15, this agreement commences on the date that it has been executed by both parties and continues until all the Services and Deliverable have been provided in accordance with this agreement.

3. RELATIONSHIP OF THE PARTIES

- (a) This agreement does not create a relationship of employment, trust, agency or partnership between the parties.
- (b) The Research Partner acknowledges that:
 - (i) the Research Partner is an independent contractor to Drs4Drs;
 - (ii) the Research Partner's Personnel are employees of, or contractors to, the Research Partner; and
 - (iii) the Research Partner's Personnel are not intended to be, at any time an employee of Drs4Drs.
- (c) The Research Partner releases and indemnifies Drs4Drs and its Related Bodies Corporate against any claim against them by or on behalf of any of the Research Partner's Personnel, in respect of annual leave, public holidays, sick leave, long service leave, superannuation, workers' compensation or any other entitlement that is characteristic of, relates to, or is an incident of the relationship of an employer and employee.

4. PROVISION OF THE SERVICES

4.1 Research Partner must supply the Services

The Research Partner must provide the Services to Drs4Drs:

- (a) with due skill and care and to the best of its knowledge and expertise;
- (b) to a professional standard, including with integrity and accuracy;
- (c) in a timely fashion;
- (d) in accordance with this agreement;

- (e) to the reasonable satisfaction of Drs4Drs;
- (f) in accordance with any reasonable directions from Drs4Drs;
- (g) in accordance with relevant Australian industry standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines; and
- (h) in accordance with all applicable laws.

4.2 Personnel

- (a) All Services must be provided by the Key Personnel. The Research Partner must not use any other personnel to provide the Services without Drs4Drs's prior written consent.
- (b) The Research Partner must ensure that all its Personnel are aware of, and comply with, the Research Partner's obligations to provide the Services.
- (c) Drs4Drs may at any time request the Research Partner to replace any Personnel, by notice in writing and providing reasons for its request.

4.3 Subcontracting

The Research Partner must not subcontract any aspect of the Services without Drs4Drs's prior written consent.

4.4 Policies and directions

The Research Partner must comply, and ensure that its Personnel comply, with:

- (a) any relevant policies or procedures of Drs4Drs published or advised to it by Drs4Drs from time to time; and
- (b) the reasonable directions of Drs4Drs.

5. PAYMENT FOR SERVICES

Drs4Drs agrees to pay the Fees in accordance with the invoicing arrangements in the **Schedule**.

6. CONFLICT OF INTEREST

- (a) The Research Partner must notify Drs4Drs if the Research Partner or its Personnel receive gifts or benefits (other than the Fees) because of the Research Partner's provision of the Services. Drs4Drs reserves the right to require the Research Partner to:
 - (i) return the gift or benefit; or
 - (ii) reduce the Fees to account for the benefit received by the Research Partner.
- (b) Other than those which have already been disclosed to Drs4Drs, the Research Partner warrants that, to the best of its knowledge, as at the commencement of this agreement neither the Research Partner nor its Key Personnel have any actual, perceived or potential

conflicts of interest in relation to this agreement.

- (c) If during the Term either party considers that performance of the Services could create a conflict with the interests of Drs4Drs:
 - (i) it will advise the other party;
 - (ii) the parties will review the circumstances; and
 - (iii) the parties will try to reach a mutually satisfactory resolution.
- (d) If the parties are unable to satisfactorily resolve the dispute within 10 Business Days (or such longer period as is agreed by the parties), Drs4Drs may terminate this agreement in accordance with clause 15.2.

7. PUBLICITY AND MEDIA

The Research Partner must not:

- (a) make any media statement on behalf of Drs4Drs;
- (b) use Drs4Drs's logo; or
- (c) use Drs4Drs or the Services provided to Drs4Drs as a reference site,

without Drs4Drs's prior written approval.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Research Partner's Pre-existing Intellectual Property Rights

- (a) Unless otherwise agreed between the parties, the Research Partner's Pre-existing Intellectual Property Rights remain with the Research Partner.
- (b) To the extent that Drs4Drs needs to use any of the Research Partner's Pre-existing Intellectual Property Rights to receive the benefit of the Services, the Research Partner grants Drs4Drs an irrevocable, perpetual, fully paid-up, non-exclusive licence to use and reproduce those rights.

8.2 Assignment of Intellectual Property Rights

Subject to clause 8.1, the Research Partner:

- (a) assigns to Drs4Drs all Intellectual Property Rights throughout the world in any Deliverables;
- (b) acknowledges that all future Intellectual Property Rights in the Deliverables vest in Drs4Drs from the date of their creation;
- (c) must do all things and execute all documents necessary to assign those Intellectual Property Rights to Drs4Drs; and
- (d) must arrange for its Personnel to do all things and execute all documents necessary to assign

those Intellectual Property Rights to Drs4Drs.

8.3 Moral Rights

The Research Partner must ensure that each of its Personnel used in the production or creation of the Deliverables gives, genuine consent in writing, to the following acts even if such an act would otherwise be an infringement of their Moral Rights:

- (a) falsely attributing the authorship of any Deliverables, or any content in the Deliverables (including without limitation literary, dramatic, artistic works and cinematograph films) within the meaning of the Copyright Act;
- (b) materially altering the style, format, colours, content or layout of the Deliverables and dealing in any way with the altered Deliverables or infringing copies (within the meaning of the Copyright Act);
- (c) reproducing, communicating, adapting, publishing or exhibiting any Deliverables including dealing with infringing copies, within the meaning of the Copyright Act without attributing the authorship; and
- (d) adding any additional content or information to the Deliverables.

8.4 Warranty

The Research Partner warrants that:

- (a) it is capable of validly making the assignments and granting the licences referred to in this clause 8; and
- (b) the Deliverables, the Services and the Research Partner's Pre-existing Intellectual Property Rights do not infringe the Intellectual Property Rights or Moral Rights of any person.

8.5 Infringement claims

If someone claims (or Drs4Drs reasonably believes that someone is likely to claim) that all or part of the Deliverables, the Services or the Research Partner's Pre-existing Intellectual Property Rights infringe their Intellectual Property Rights or Moral Rights or breach their confidentiality, the Research Partner must:

- (a) indemnify Drs4Drs against any Damages that Drs4Drs may directly or indirectly sustain or incur because of the claim;
- (b) give any assistance required by Drs4Drs to defend the claim; and
- (c) either
 - (i) use its best efforts to secure the rights for Drs4Drs to continue to use the affected Deliverables or Services free of any claim or liability for infringement; or
 - (ii) replace or modify the affected Deliverables or Services so that they do not infringe.

9. CONFIDENTIALITY

9.1 Confidential Information

The Research Partner acknowledges that:

- (a) the Confidential Information is valuable; and
- (b) disclosure by the Research Partner in breach of this clause 9 damages Drs4Drs.

9.2 Obligation to keep Confidential Information confidential

The Research Partner must:

- (a) keep the Confidential Information confidential;
- (b) safeguard the Confidential Information;
- (c) notify Drs4Drs immediately if there is any unauthorised use or disclosure of the Confidential Information; and
- (d) provide any assistance required by Drs4Drs in relation to any proceedings it takes against a person for unauthorised use, copying or disclosure of the Confidential Information.

9.3 Permitted use

The Research Partner may only use, and must ensure that its Personnel only use, the Confidential Information for the purposes of this agreement.

9.4 Return of Confidential Information

- (a) Subject to paragraph (b), on the earlier of:

- (i) the end of the Term;
- (ii) the termination of this agreement; or
- (iii) a request from Drs4Drs,

the Research Partner must:

- (iv) promptly return or destroy (at the option of Drs4Drs) the Confidential Information and any copy of the Confidential Information; and
 - (v) if required by Drs4Drs, certify in writing that it has returned or destroyed the Confidential Information in accordance with this clause.
- (b) The Research Partner may retain a single copy of all work done in order to verify the contents and quality of work in the event of a dispute or legal proceedings.

9.5 Disclosure required by law

If the Research Partner is required by law to disclose the Confidential Information, the Research

Partner must:

- (a) give Drs4Drs:
 - (i) notice of the details of the proposed disclosure;
 - (ii) reasonable opportunity to do what it thinks necessary to protect the confidentiality of the Confidential Information; and
 - (iii) any assistance reasonably required by Drs4Drs to protect the confidentiality of the Confidential Information; and
- (b) notify the proposed recipient that the Confidential Information is confidential to Drs4Drs.

9.6 Confidentiality continues

The Research Partner's obligations in this clause 9 continue indefinitely in relation to the Confidential Information, even if the Confidential Information is returned to Drs4Drs or destroyed.

10. PRIVACY

If:

- (a) Drs4Drs gives the Research Partner any Personal Information;
- (b) Drs4Drs provides the Research Partner with access to Personal Information; or
- (c) the Research Partner collects Personal Information on behalf of Drs4Drs as part of providing the Services,

the Research Partner must:

- (d) comply with the Privacy Act, the Australian Privacy Principles established under that Act and any applicable law relating to privacy;
- (e) not do anything inconsistent with Drs4Drs' obligations under the Privacy Act;
- (f) not transfer that Personal Information outside Australia or allow it to be accessed from outside Australia;
- (g) only use the Personal Information for the purposes of performing the Services;
- (h) not disclose the Personal Information to any third parties without Drs4Drs' express written consent;
- (i) not remove the Personal Information from Drs4Drs' premises or equipment without Drs4Drs' express written consent;
- (j) notify Drs4Drs immediately if there is any unauthorised use or disclosure of the Personal Information; and
- (k) comply with the reasonable directions of Drs4Drs in relation to the protection of Personal

Information, including how the Research Partner collects, holds, uses and discloses the Personal Information.

11. WARRANTIES

The Research Partner warrants that:

- (a) it has the necessary experience, skill, knowledge and competence to provide the Services;
- (b) the Services are fit for the purposes for which they are required by Drs4Drs; and
- (c) the Deliverables are correct, accurate and free from material faults.

12. INDEMNITY

The Research Partner indemnifies Drs4Drs, its Related Bodies Corporate and their Personnel (**those indemnified**) against all Damages they directly or indirectly sustain or incur because of:

- (a) the Research Partner (or any of its Personnel) providing the Services and the Deliverables (whether due to negligence or otherwise); or
- (b) a breach by the Research Partner (or any of its Personnel) of the Research Partner's or warranties under this agreement.

13. INSURANCE

- (a) The Research Partner must take out and maintain:
 - (i) workers' compensation insurance during the Term covering the Research Partner for any claim against it by any person employed by the Research Partner who provides the Services; and
 - (ii) other insurance in accordance with the **Schedule**.
- (b) If Drs4Drs so requests, the Research Partner must provide evidence of the currency of the insurance arrangements and of the suitability of the terms of the insurance.

14. DISPUTE RESOLUTION

14.1 No court proceeding unless following process followed

A party must not start court proceedings (except proceedings seeking interlocutory relief) unless it has complied with this clause 14.

14.2 Notice of dispute

A party claiming that a dispute, difference or question arising out of this agreement has arisen (**Dispute**) must give the other party notice of the details of the Dispute (**Dispute Notice**).

14.3 Negotiations

The parties must attempt to resolve any Dispute by negotiations using the following escalation

procedure:

- (a) each party's representative must first attempt to resolve the Dispute; and
- (b) if they cannot resolve the Dispute within five Business Days after the Dispute Notice is given, each party must refer the Dispute to their chief executive officer who must then attempt to resolve it.

14.4 Failure to negotiate settlement

If the parties cannot resolve the Dispute within ten Business Days after the Dispute Notice is given:

- (a) each party may start court proceedings; or
- (b) the parties may agree to try to resolve the Dispute by any other means such as expert determination or mediation.

14.5 Release if other party breaches

If a party breaches the procedure in this clause 14 in relation to a Dispute, the other party need not comply with this clause 14.

14.6 Obligations continue

The Research Partner must continue to perform its obligations under this agreement pending the resolution of a Dispute.

14.7 Right to terminate

The dispute resolution procedure in this clause 14 does not affect a party's right to terminate this agreement in accordance with clause 15.

14.8 Costs

Each party must pay its own costs of complying with this clause 14.

15. TERMINATION

15.1 Termination without cause

Drs4Drs may, in its absolute discretion, terminate this agreement or any part of the Services, by giving the Research Partner at least 30 days' notice in writing. If Drs4Drs terminates under this clause 15.1 the parties will negotiate in good faith the amount payable by Drs4Drs for any work in progress that has not yet been delivered to Drs4Drs.

15.2 Termination by Drs4Drs for cause

Drs4Drs may terminate this agreement with immediate effect by giving notice to the Research Partner if:

- (a) the Research Partner is no longer able to provide the Services;

- (b) the Research Partner or its Key Personnel have a conflict of interest that is unable to be resolved;
- (c) the Research Partner fails to meet the agreed timeframes;
- (d) Drs4Drs reasonably considers that any conduct of the Research Partner or its Key Personnel will harm or diminish its name, messages or reputation or bring it into disrepute, contempt, scandal or ridicule;
- (e) the Research Partner breaches a term of this agreement and fails to remedy the breach within 10 days after receiving notice requiring it to do so;
- (f) the Research Partner breaches a material provision of this agreement and the breach is not capable of remedy; or
- (g) the Research Partner ceases to carry on business or becomes subject to an insolvency event.

15.3 Termination by the Research Partner for cause

The Research Partner may terminate this agreement with immediate effect by giving notice to Drs4Drs if:

- (a) Drs4Drs fails to pay the Fees within the timeframe in the **Schedule**; and
- (b) the Research Partner has given Drs4Drs a notice advising Drs4Drs that the Fees are outstanding and that it is entitled to terminate if Drs4Drs fails to pay within a further 30 days.

15.4 Accrued rights and remedies

Termination of this agreement does not affect any accrued rights or remedies of either party.

16. NOTICES AND OTHER COMMUNICATIONS

16.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person authorised by the sender; and
- (b) hand delivered or sent by prepaid post or email to the recipient's address for notices specified in this agreement, as varied by any Notice given by the recipient to the sender.

16.2 Effective on receipt

A Notice given in accordance with clause 16.1 is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); or

- (c) if sent by email, at the time and date when the sender's email system records that the email was successfully delivered to the recipient

but if the delivery, receipt, or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

17. GOODS AND SERVICES TAX

17.1 Interpretation

Words or expressions **used in** this clause 17 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 17.

17.2 Gross up of consideration

If a party (**Supplier**) makes a supply under or in connection with this agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this agreement as 'GST inclusive'):

- (a) the consideration payable or to be provided for that supply under this agreement but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
- (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

17.3 Reimbursements (net down)

If a payment to a party under this agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

18. GENERAL

18.1 Entire agreement

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

18.2 Assignment and novation

- (a) The Research Partner must not assign any of its rights or obligations arising out of this agreement without Drs4Drs's prior written consent.
- (b) Drs4Drs may assign its rights or transfer any of its obligations under this agreement to a Related Body Corporate without the Research Partner's consent.

18.3 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this agreement and any transaction contemplated by it.

18.4 Waiver

Waiver of any provision of or right under this agreement:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

18.5 Varying this agreement

This agreement may be varied only in writing signed by each party.

18.6 Approvals and consents

Except where this agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this agreement.

18.7 Counterparts

This agreement may be executed in counterparts. All executed counterparts constitute one document.

18.8 Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the terms of this agreement continue in force, unless this would materially change the intended effect of this agreement.

18.9 Survival

Any indemnity or any obligation of confidence under this agreement is independent and survives termination or expiry of this agreement. Any other term by its nature intended to survive termination or expiry of this agreement survives termination or expiry of this agreement, including clauses 3(c), 8, 9, 10, 11 and 12 and this clause 18.

18.10 Governing law and jurisdiction

This agreement is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

SCHEDULE

Project Brief	<i>[This will be completed based on the information at Section 2 (Services) of the Request for Tender document]</i>	
Deliverables	<i>[This will be completed based on the information at Section 2 (Services) of the Request for Tender document]</i>	
Services	<i>[This will be completed based on the information at Section 2 (Services) of the Request for Tender document]</i>	
Drs4Drs responsibilities	Drs4Drs will provide: <ul style="list-style-type: none"> • Provide necessary information and access to relevant stakeholders. • Facilitate introductions to participating State and Territory Doctors' Health Services. • Provide feedback and approvals as required throughout the project. 	
Key Personnel	<i>[This will be completed based on the successful Research Provider (if any)'s tender response.]</i>	
Timeframes	Services commence	January 2026
	Ethics approval obtained	By May 2026
	Submission of Deliverables 1 - 2	July 2026
	Submission of Deliverables 3- 7, including the Final Summary and Outcomes	December 2026
	Conference Presentation	Within 2 years of final report
Fee for Services	\$160,000 (exclusive of GST). This is a fixed price. There are no reimbursable expenses.	
Invoicing arrangements	The Fees will be invoices on the completion of the following Milestones:	
	Amount	Details
		Expected completion date
		[Completion of Phases XXX]
<i>[This table will be completed based on the successful Research Provider (if any)'s tender response.]</i>		

	<p>Invoices are payable within 30 days of submission of a tax invoice.</p> <p>Each invoice must:</p> <ul style="list-style-type: none"> • be addressed to Drs4Drs and clearly identify this agreement; • be accompanied by any available documentation evidencing the amount owing; and • be a tax invoice for GST purposes.
Equipment and facilities	<p>The Research Partner must provide all equipment and materials necessary to provide the Services, unless otherwise agreed by Drs4Drs in writing.</p>
Additional insurance	<p>During the Term – Public liability insurance of \$5 million for each occurrence, covering Drs4Drs, the Research Partner and their Personnel against any liability to any person arising out of, or in connection with, this agreement.</p> <p>During the Term and for three years after the Term – Professional liability insurance of \$5 million per event and in aggregate covering the Research Partner for any claim against it by a person (including Drs4Drs) for any actual or alleged fault or negligence by the Research Partner or its Personnel in carrying out the Research Partner’s obligations under this agreement.</p>
Confidential Information	<p>All information in any form concerning Drs4Drs or State Providers which is not in the public domain and includes, but is not limited to the following:</p> <ul style="list-style-type: none"> • Information that is marked ‘Confidential’ or which is described or treated by Drs4Drs as confidential; • Information of a business sensitive nature; • Trade secrets; • Policies, procedures, techniques, methods and strategies; • Membership lists; • Media releases (prior to release); • Marketing information; • Formulae, computer programs or software; • Drs4Drs’ financial records; • Drs4Drs’ business plans and forecasts; • Personal details of any other contractors or employees; • the terms upon which Drs4Drs engage contractors or employees, including fees, commissions and/ or remuneration packages; • Training procedures, techniques and publications.

EXECUTED AS AN AGREEMENT

<p>Signed for and on behalf of DOCTORS HEALTH SERVICES PTY LTD by its authorised representative in the presence of:</p> <p>_____</p> <p>Signature of witness</p> <p>_____</p> <p>Print name</p>	<p>_____</p> <p>Doctors Health Services Pty Ltd Representative</p> <p>_____</p> <p>Date</p>
<p>Signed for and on behalf of _____</p> <p>by its authorised representative in the presence of:</p> <p>_____</p> <p>Signature of witness</p> <p>_____</p> <p>Print name</p>	<p>_____</p> <p>Research Partner Representative</p> <p>_____</p> <p>Date</p>