

**VACCINATION SUBSIDY SCHEME (VSS)  
SUPPLEMENTAL TERMS AND CONDITIONS  
of the COVID-19 VACCINATION PROGRAMME AT CLINICS  
- BioNTech Pilot Scheme  
- Listing on the Vaccination Booking System of the Government for  
administering BioNTech and Sinovac vaccine**

**Preamble**

- (a) This document titled “Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – BioNTech Pilot Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering BioNTech and Sinovac vaccine” (“Supplemental Agreement”) should be read together with the Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – BioNTech Pilot Scheme (Appendix M) of the Vaccination Subsidy Scheme (“Principal Agreement”).
- (b) This Supplemental Agreement shall be deemed to have been constituted between an EHCP and his Associated Organization and the Government when the EHCP and his Associated Organization shall have completed and signed the written confirmation form provided by the Department of Health and return the same to the Programme Management and Vaccination Division (“PMVD”) on or before the deadline specified therein to indicate that the EHCP and his Associated Organization (if any)’s agreement to have their Clinic(s) to be as stated in the written confirmation to be listed on the Vaccination Booking System (alternatively known as “VBS”) of the Government (“Written Enrolment (VBS)”).
- (c) Each EHCP and his Associated Organization (if any) who have signed the Written Enrolment (VBS) shall be bound by all provisions of the Principal Agreement as well as this Supplemental Agreement and shall perform the COVID-19 Vaccinations on Eligible Persons on and subject to the terms of the Principal Agreement and this Agreement. The programme for participation by the EHCP and his Associated Organization for the provision of COVID-19 Vaccinations using BioNTech vaccine at their Clinics shall remain to be known as “COVID-19 Vaccination Programme at Clinics – BioNTech Pilot Scheme” or “BioNTech Pilot Scheme” and the programme for allowing the Clinics to be listed on the Government VBS shall be known as “VBS BioNTech&Sinovac Programme”.

- (d) References to EHCP shall include his Associated Organization regardless of the relationship between EHCP and that Associated Organization for so long as both of them have signed the Written Enrolment (VBS). All obligations of the EHCP shall be performed and observed by the EHCP and Associated Organization on a joint and several basis.
- (e) This Preamble and the Schedule form part of this Supplemental Agreement and are equally binding on the EHCP and his Associated Organization.

### **Operative Part**

1. In consideration of the business opportunity arising from having the Clinic(s) as specified in the Written Enrolment (VBS) being listed on the Government Vaccination Booking System (“VBS Participating Clinic(s)”), the EHCP and his Associated Organization jointly and severally undertake and agree to observe all provisions set out in this Supplemental Agreement of which provisions shall come into effect, unless otherwise specified, as soon as the PMVD has confirmed acceptance of the Written Enrolment (VBS) (“Effective Date”) and shall continue as long as the Principal Agreement continues to subsist (following from any extension). The document titled “Points-to-note – Home Vaccination Services by doctors enrolled under Vaccination Subsidy Scheme (VSS)” (“Points to Note”) shall form part of this Supplemental Agreement which sets out the terms and conditions in relation to the provision of Home Vaccination Services by the EHCP and his Associated Organization as required in Clause 11.
2. The name of the EHCP, the name(s) and address(es) of the VBS Participating Clinic(s) and the telephone number in Chinese and English as provided in the Written Enrolment (VBS) shall be listed on the Vaccination Booking System of the Government (<https://booking.covidvaccine.gov.hk>) for booking of the COVID-19 vaccination (BioNTech and Sinovac) by the general public.
3. The Government shall not be liable to indemnify the EHCP or his Associated Organization from and against any claims, actions, investigations, demands, proceedings, brought or instituted against the EHCP or his Associated Organization or any losses, damage, expenses and liabilities incurred or sustained by the EHCP or his Associated Organization in the performance of this

Supplemental Agreement including any non-availability of the VBS due to scheduled or unscheduled maintenance or any network issue except and to the extent of any Negligence on the part of the Government and where any indemnity being sought is due to or arising from the death or personal injury of any third party. The term “Negligence” shall have the meaning given to it in the Control of Exemption Clauses Ordinance (Chapter 71 of the Laws of Hong Kong).

4. The Government may at any time forthwith terminate this Supplemental Agreement with the EHCP and his Associated Organization by immediate written notice if the Government is of the reasonable opinion that EHCP and/or his Associated Organization:
  - (a) the Principal Agreement is terminated under the terms of the Principal Agreement; or
  - (b) fails to comply with any provision in the Principal Agreement or this Supplemental Agreement or with any direction given by the Government or the Secretary for Health or the Director of Health pursuant to Clause 54 of the Principal Agreement which is also deemed incorporated herein.
  
5. Either the Government or the EHCP and his Associated Organization may terminate this Supplemental Agreement without the need to state any reason by giving not less than 14 days’ prior written notice to the other of them and this Supplemental Agreement shall terminate on the date specified in the notice provided that the aforesaid 14 days’ notice period is complied with. Alternatively, the Government may issue not less than 14 days’ prior written notice to suspend this Supplemental Agreement. Upon such suspension, Clause 6(c) shall equally apply except that reference to termination shall mean suspension.
  
6. Upon termination of this Supplemental Agreement whether under Clause 4 or 5,
  - (a) the Supplemental Agreement shall be of no further force and effect, but without prejudice to:
    - (i) the Government’s rights and claims under this Supplemental Agreement or otherwise at law against EHCP and his Associated Organization arising from antecedent breaches of this Supplemental Agreement by the EHCP or his Associated Organization (including any breach(es) which entitle the Government to terminate this Agreement);

- (ii) the rights and claims which have accrued to a party prior to the expiry or termination of this Agreement; and
  - (iii) the continued existence and validity of those provisions which are expressed to or which in their context appropriately survive expiry or termination of this Agreement and any provisions of the Contract necessary for the interpretation or enforcement of this Supplemental Agreement including without limitation all indemnity provisions, disclaimers by the Government, provision giving the Government's right to make disclosure, confidentiality provision, provisions concerning handing of personal data, inspection of records and keeping of records provisions; the obligations of the parties under these provisions shall continue to subsist notwithstanding the expiry or termination regardless of whether or not it is so expressly stated in these individual provisions;
- (b) in the event of termination under Clause 4, the Government shall only pay to the EHCP such amount under Clause 14 as it considers to be appropriate taking into account the non-compliance resulting in the termination. In the event of termination under Clause 5, the amount payable under Clause 14 up to the date of termination which has not been paid for shall be settled by the Government within 30 days following from the termination;
  - (c) the Government shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damage (including any direct, special, indirect or consequential damage of whatsoever nature) or any cost or expense, suffered or incurred by the EHCP or his Associated Organization due to the expiry or termination of this Agreement under whatsoever circumstances;
  - (d) in the event of termination pursuant to Clause 4, without prejudice to the other rights and claims of the Government, the EHCP and his Associated Organization shall be liable for all losses, damage, liabilities, costs and expenses incurred or sustained by the Government arising from the termination; and
  - (e) the name of the VBS Participating Clinic(s) shall be removed from the Government Vaccination Booking System.

7. With effect from the date when the first booking with the clinic can be made via the VBS ("first operating day"), **each** VBS Participating Clinic of the EHCP and

his Associated Organization in order to continue to enjoy its listing on the VBS shall be open for at least six days per week (excluding public holidays) with a capacity of providing at least 200 doses of BioNTech vaccine and at least 100 doses of Sinovac vaccine per day for five days (“full operating days”) and at least 100 doses of BioNTech vaccine and at least 50 doses of Sinovac vaccine per day for one other day (“half operating day”) within each calendar week, or any level of capacity as approved by the Government in writing, within the permissible range of operating hours from 8:00am to 8:00pm.

8. The EHCP and his Associated Organization shall determine and notify by email to DH the exact start and end operating time of each full operating day, including lunch break and the start and end operating time of the half operating day at least two weeks in advance for each VBS Participating Clinic. Such information shall be provided to Office of Government Chief Information Officer (“OGCIO”) for loading into the VBS in good time. If the EHCP and his Associated Organization wish to adjust the quota for any particular operating day (full or half), the EHCP and his Associated Organization shall give at least one week’s advance notice for the OGCIO to do so. In the event of adjusting down the quota, the EHCP and his Associated Organization shall honour the bookings already made in the VBS. If the downward adjustment of quota would render the total number of doses per operating day to fall below the required capacity levels as stated in Clause 7 above, the Government shall have the right to delist the VBS Participating Clinic from the VBS. The VBS Participating Clinic must observe the appointment times allotted to it via the VBS.
9. For the avoidance of doubt, for clinic(s) which the EHCP and his Associated Organization are operating under BioNTech Pilot Scheme and choose not to be listed on the VBS, the EHCP and his Associated Organization shall continue to provide a booking system / arrangement (including but not limited to online system, mobile app and telephone booking) for members of the public to reserve timeslots directly with the EHCP or his Associated Organization for receiving the Vaccination at these clinics pursuant to the Principal Agreement.
10. All Vaccinations to be provided at the VBS Participating Clinic(s) shall be performed in accordance with all requirements set out in the Principal Agreement as well as this Supplemental Agreement and be subject to the same rights and powers of the Government including the Director of Health. Unless otherwise expressly stated in this Supplemental Agreement (or in the Points to Note), there

shall be no difference between a Vaccination to be provided at a VBS Participating Clinic or through the Home Vaccination Services, and another clinic registered by the EHCP and his Associated Organization with the BioNTech Pilot Scheme but not this supplemental VBS BioNTech&Sinovac Scheme. The ECHP and his Associated Organization shall continue to comply with and observe all of the aforesaid requirements in the provision of the Vaccinations.

11. The EHCP or his Associated Organization who operates VBS Participating Clinic(s) being listed on the VBS shall be required to perform Home Vaccination Services of Sinovac vaccine or such other brand of COVID-19 Vaccines to be provided by the Government at the places of residence of the Vaccination recipients within their assigned district(s) (to be determined in accordance with the Points to Note) from time to time on the request of the Government (“Home Vaccination Services”). The EHCP or his Associated Organization shall refer to the “Points-to-note - Home Vaccination Services by doctors enrolled under Vaccination Subsidy Scheme (VSS)” which set out the terms and conditions in relation to the Home Vaccination Services. If the EHCP or his Associated Organization refuses or is unable to perform Home Vaccination Services as from time to time requested by the Government, the Government shall have the right to delist the VBS Participating Clinic(s) from the VBS and terminate this Supplemental Agreement under Clause 4.
  
12. An all-inclusive fee per dose as set out in Clauses 14.3 and 14.4 shall be payable by the Government for the Home Vaccination Services to be provided by the EHCP and its Associated Organization which shall cover a comprehensive vaccination service to those persons who are to receive the Home Vaccination Services (“HVS Recipients”) and whose details shall be put forward by the Civil Service Bureau (“CSB”) or other government bureau / department by a notice from time to time (“HVS Notice”). The Home Vaccination Services shall include contacting the HVS Recipient about the vaccination schedule, the administration of vaccine on the scheduled day, arranging subsequent doses and the provision of vaccination record to the HVS Recipients, etc. The EHCP and his Associated Organization must contact the HVS Recipient within one week or by a deadline prescribed by the Government in the HVS Notice and administer the vaccine within two weeks from the date of the HVS Notice or from the due date as specified on the list provided by the Government and attached to the HVS Notice.

## **Obligations of the Government**

13. The Government shall provide an on-line booking system (viz., the VBS) to support the VBS BioNTech&Sinovac Scheme. With effect from the Effective Date, the name of the EHCP, the name(s) and address(es) of the VPS Participating Clinic(s) as provided in the Written Enrolment (VBS) shall be listed on the Vaccination Booking System of the Government (<https://booking.covidvaccine.gov.hk>) for booking by the general public and the first day when the booking can be made shall be as stated in the acceptance of the Written Enrolment (VBS). For the avoidance of doubt, the EHCP and his Associated Organization may choose to list only selected clinic(s) on the VBS and continue to use their own booking system for operating their other clinic(s) under the BioNTech Pilot Scheme, (or a relevant/ updated version of the Scheme), where applicable. However, for those VBS Participating Clinic(s), the EHCP and his Associated Organization shall no longer accept booking via their own booking system to avoid clash as soon as the VBS Participating Clinic(s) are listed on the VBS.
  
14. Payment of the Subsidy, except the Start-up Allowance (as further defined in Clause 14.5 below) which shall be payable subject to the conditions as set out in Clause 14.5, shall be made by the Government, on a monthly basis, within 30 days after the end of each month or the remaining period of the Vaccination Period (as from time to time extended) starting from the first operating day by crediting the Nominated Account for each valid Vaccination excluding any late claim which the Government has a right to reject payment. The Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall either be as set out in Clause 14.1 or in Clause 14.2 at VBS Participating Clinic(s), and/or Clause 14.3 and/or Clause 14.4 for Home Vaccination Services, plus a one-off Start-up Allowance as set out in Clause 14.5.

### **Subsidy for Vaccination provided at VBS Participating Clinic(s) listed on the VBS**

- 14.1 HK\$160 per dose for BioNTech vaccine and HK\$100 per dose for Sinovac vaccine if the Eligible Person still has not reached or will not reach the age of 60 years in the calendar year when the Vaccination is administered;

14.2 HK\$210 per dose for BioNTech vaccine and HK\$150 per dose for Sinovac vaccine if the Eligible Person has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered (“Elderly”); and

### **Subsidy for Home Vaccination Services**

14.3 HK\$550 per dose if the Eligible Person belongs to the target groups of the Home Vaccination Services (including persons aged 70 years or above, persons with disability and persons receiving certain allowance from schemes of Social Welfare Department, etc). A special allowance of HK\$50 or HK\$100 per dose will be granted to the EHCP or his Associated Organization if the above Eligible Person’s place of residence is located in a “Remote area” or a “Very Remote Area” respectively as classified by Civil Service Bureau (“CSB”).

14.4 The subsidy per dose for persons not belonging to the target groups of the Home Vaccination Services as specified in Clause 14.3 above will be HK\$100 per dose if they still have not reached or will not reach the age of 60 years in the calendar year when the Vaccination is administered; and HK\$150 per dose if they have reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered (“Elderly”).

### **One-off Start-up Allowance**

14.5 On top of the subsidy for Vaccination provided at the VBS Participating clinic(s) as set out in Clauses 14.1 and 14.2 above, each EHCP and his Associated Organization shall be paid a one-off allowance of HK\$180,000 to support the start-up operation of each VBS Participating Clinic and enable the Clinic to provide dedicated manpower for manning at least one vaccination booth to sustain its operation (“Start-up Allowance”). The Start-up Allowance shall be payable at the end of a consecutive 4-month operation of the VBS Participating Clinic from the first operating day. For the avoidance of doubt, the Start-up Allowance shall not be payable if the VSB Participating Clinic ceases operation or is delisted from the VBS before the end of a consecutive 4-month operation.

15. All provisions set out in Clauses 44 to 49 of the Principal Agreement shall be applicable in relation to the subsidy as mentioned in Clause 14. The subsidy



specified in Clause 43.3 of the Principal Agreement shall not apply to the operation of a VBS Participating Clinic or Home Vaccination Services.

16. All provisions set out in Clause 50 to 77 of the Principal Agreement shall be deemed incorporated into this Supplemental Agreement mutatis mutandis except that references to “Agreement” shall be changed to “this Supplemental Agreement” and references to “Clinic(s)” shall be changed to “VBS Participating Clinic(s)”.
17. In performing Home Vaccination Services as requested by the Government under Clause 11, the EHCP and his Associated Organization may be provided with the personal data of the members of the public via CSB or its designated party for the purposes of calling up the HVS recipients for the provision of the Home Vaccination Services (“Purposes”). Each of the EHCP and his Associated Organization shall –
  - (a) comply, at all times with the principles and provisions of the Personal Data (Privacy) Ordinance (Cap. 486) (including any amendments thereon from time to time), and any applicable codes of practice, guidance notes or regulations in the handling of personal data (as defined in Cap. 486) from time to time) collected by and provided to the EHCP and his Associated Organization for the Purposes;
  - (b) not transfer or disclose the personal data to any other person, except to the Authorised Recipients, the sub-processors as authorised by CSB or when it is compelled to do so under any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body;
  - (c) not keep the personal data longer than is necessary for the fulfilment of the Purposes for which the same are or to be used;
  - (d) take all practicable steps to ensure that any inaccurate personal data transferred should not be processed unless it is rectified or should be permanently erased;
  - (e) rectify, return, destroy or permanently erase all or part of the personal data if it appears that such measures are required by the requirements of the Ordinance;

- (f) take all practical steps and have in place and maintain appropriate security measures to prevent unauthorized or accidental access, processing erasure, loss or use of personal data collected by or transferred to it having particular regard to:
  - (i) the kind of personal data and the harm that could result if any of those things should occur;
  - (ii) the physical location where the personal data are stored;
  - (iii) any security measures incorporated (whether by automated means or otherwise) into any equipment in which the personal data are stored;
  - (iv) any measures taken for ensuring the integrity, prudence and competence of persons having access to personal data; and
  - (v) any measures taken for ensuring the secure transmission of personal data.

The EHCP and his Associated Organization shall process, hold and transmit the personal data securely in accordance with the requirements of DPP4 of Cap. 486.

- (g) promptly inform CSB as soon as it becomes aware of any incident or suspected case of unauthorized or accidental access, processing erasure, loss or use of personal data.
18. Should the EHCP and his Associated Organization breach any of its obligations under Clause 17, CSB may, without prejudice to any rights which it may have against the EHCP and his Associated Organization, terminate this Supplemental Agreement under Clause 4.
19. On the termination or expiry of this Supplemental Agreement, the EHCP and his Associated Organization shall, upon CSB's request, return all the personal data transferred and the copies thereof to CSB or shall destroy all the personal data and certify to CSB that it has done so.

## SCHEDULE

1.1 In this Supplemental Agreement, unless otherwise defined in this Supplemental Agreement, terms defined in the Schedule to the Principal Agreement (as from time to time amended including those amendments before or on or after the Effective Date) shall have the same meanings herein. Those terms otherwise defined in this Supplemental Agreement include the following terms which shall have the following meanings:

**“Associated Organization”** means a Medical Organization whose application to have their VBS Participating Clinics to be listed on the VBS is accepted through the signing and returning of the Written Enrolment (VBS) in the manner mentioned in Preamble (b).

**“COVID-19 Vaccines”** or **“Vaccines”** (in upper or lower case) means the Nucleic Acid Vaccine (Fosun Pharma / BioNTech) (alternatively known as “BioNTech vaccine”) or Inactivated Virus Vaccine (Sinovac Biotech (Hong Kong) Limited) (alternatively known as “SinoVac vaccine”) or such brand of COVID-19 Vaccines to be announced by the Government from time to time for the purpose of COVID-19 Vaccination Programme.

**“Enrolled Health Care Provider”** or **“EHCP”** means a Registered Medical Practitioner whose application to have their VBS Participating Clinics to be listed on the VBS is accepted through the signing and returning of the Written Enrolment (VBS) in the manner mentioned in Preamble (b).

**“Home Vaccination Services”** means the Vaccinations to be provided at the place of residence of the Vaccination recipients as more particularly described in a separate document titled “Points-to-note - Home Vaccination Services by doctors enrolled under Vaccination Subsidy Scheme (VSS)”.

**“Medical Organization”** means an organization operates each of the VBS Participating Clinic(s) and that the EHCP is nominated as the Medical-In-Charge of such VBC Participating Clinic(s)(regardless of whether the EHCP is also the sole proprietor, partner, shareholder or director of the organization).

**“Principal Agreement”** has the meaning given to it in Preamble (a) to this Agreement.

**“Supplemental Agreement”** has the meaning given to it in Preamble (a) to this Agreement.

**“Subsidy”** means the Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be as stated in Clause 14.1, 14.2, 14.3, or 14.4 whichever is applicable.

**“Vaccination Booking System”** or **“VBS”** means the platform which enables the general public to make an appointment for COVID-19 vaccination at a VBS Participating Clinic.

**“VBS Participating Clinic(s)”** means one or more clinic(s) or private hospital as specified in the Written Enrolment (VBS) which shall be listed on the VBS subject to such changes as the DH may approve in writing upon any application by the EHCP and his Associated Organization, or such changes as the DH may direct, by not less than fourteen (14) days’ notice (which changes shall also be deemed as effected pursuant to Clause 73 of the Principal Agreement which is deemed incorporated into this Supplemental Agreement).

1.2 The rules of interpretation set out in clause 1.2 of the Schedule to the Principal Agreement as well as clauses 1.3 to 1.6 shall equally apply to this Supplemental Agreement.

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**Government Variation Notice No. 2 of the Terms and Conditions of the  
COVID-19 Vaccination Programme at Clinics  
- BioNTech Pilot Scheme**

**Government Variation Notice No. 1 of the Supplemental Terms and  
Conditions of the COVID-19 Vaccination Programme at Clinics -  
BioNTech Pilot Scheme –**

**Listing on the Vaccination Booking System of the Government for  
administering BioNTech and Sinovac vaccine**

**5 August 2022**

1. 1. I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics (BioNTech Pilot Scheme) to which you have enrolled (“Principal Agreement”) and the Supplemental Terms and Conditions of COVID-19 Vaccination Programme at Clinics – BioNTech Pilot Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering BioNTech and Sinovac vaccine” (“Supplemental Agreement”) which you may have enrolled (if applicable). Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement. If you have not enrolled to the Supplemental Agreement, please disregard those provisions set out herein in relation to the Supplemental Agreement.
2. Pursuant to Clause 73 of the Principal Agreement and the same provision as deemed incorporated into the Supplemental Agreement, the Government hereby issues this notice for the extension of the Vaccination Period from 6 August 2022 to an end date to be announced by the Government by not less than seven days’ notice.
3. The Government hereby announces that unless another effective date is further specified below, with effect from 23 August 2022, the following provisions of the Principal Agreement (and therefore all of them are also applicable to the Supplemental Agreement except for the change mentioned in paragraph 3.8 as Clause 4.4 was always stated as inapplicable to the Supplemental Agreement) shall be revised by virtue of this Government Variation Notice to be issued pursuant to Clause 73

of the Principal Agreement and the same provision as deemed incorporated into the Supplemental Agreement.

- 3.1 The programme name and the definition “COVID-19 Vaccination Programme at Clinics – BioNTech Pilot Scheme” and the Doctors’ Guide in the Principal Agreement shall be amended and replaced by the following:

“COVID-19 Vaccination Programme at Clinics under VSS–BioNTech Scheme” (in abbreviated term: “VSS–BioNTech Scheme”)

“Doctors’ Guide for the COVID-19 Vaccination Programme at Clinics under VSS–BioNTech” (in abbreviated term: “Doctors’ Guide – BioNTech”).

- 3.2 With effect from 1 July 2022, references to “Secretary for Food and Health Bureau” in Clause 7 (d) and Clause 54 shall be amended as “Secretary for Health”.

- 3.3 The following suspension clauses shall be added at the end of Clause 7.1

7.1A Other than the immediate termination of the Agreement under Clause 7.1 and where applicable Supplemental Agreement under Clause 4 of the Supplemental Agreement, but without prejudice to its power to effect termination subsequently, the Government may suspend the EHCP’s entitlement to participate in the VSS–BioNTech Scheme by written notice to an EHCP (“Suspension Notice”).

- 3.4 The reference to “all expired undiluted Vaccine vials” in Clause 9(e) of the Principal Agreement (page 5) shall be amended to read “all undiluted Vaccine vials”.

- 3.5 The reference to “use within” in Clause 27 of the Principal Agreement (page 9) shall be amended to read “Used-by date & time”.

- 3.6 Clause 32.1 of the Principal Agreement shall be added by the following:

If the EHCP and his Associated Organization are not party to the Supplemental Agreement, they should undertake to provide a maximum daily capacity at least 70 doses of BioNTech vaccines per operating day at each clinic. However, if the EHCP and his Associated Organization are also party to the Supplemental Agreement, maximum daily capacity shall be 200 doses (full operating day) and 100 doses (half operating day) for BioNTech vaccine and 100 doses (full operating day) and 50 doses (half operating day) for Sinovac vaccine, or any level of capacity as approved by the Government in writing, as stated in Clause 7 of the Supplemental Agreement.

3.7 The Clause 34 of the Principal Agreement (page 10 to 11) shall be amended as follows:

34. The EHCP or his Associated Organization shall use the ordering system designated by the Government to order the COVID-19 Vaccines at least five (5) working days (i.e. excluding Saturdays, Sundays and Public Holidays) before the day when the COVID-19 Vaccines are required. A confirmation will be returned to the EHCP or his Associated Organization to confirm receipt of the order. The COVID-19 Vaccines under this Agreement will be supplied and delivered by the Government in a multiple of 5 vials per delivery. The COVID-19 Vaccines to be allocated and the delivery date shall be determined solely by the Government and subject to availability.

3.8 For clause 35 of the Principal Agreement (page 11), the effective date of avoidable wastage from 10% to 17% or below was 22 January 2022 based on the earlier Government Variation Notice No. 1 and other changes shall become effective on 23 August 2022. The Clause 35 of the Principal Agreement (page 11) shall be amended as follows:

35. The EHCP and his Associated Organization shall monitor stock level, expiry date and “Used-by date & time” of the COVID-19 Vaccines at the Clinic. It shall keep a daily log of the COVID-19 Vaccines being put out of the refrigerator and the final outcome: e.g.

being used / damaged / unused and have to be discarded, and provide such reports to the Government on a daily basis in a form of a report to be known as the Day End Report in such form and substance specified by the Government. The EHCP and his Associated Organization shall implement a mechanism and labelling arrangement to ensure traceability of the COVID-19 Vaccines, for compliance with the “Used-by date & time” requirements for unopened thawed vials and reconstituted vaccine. It shall contain unnecessary and avoidable wastage to **17% or below** (calculated across all Clinic(s) specified in the Written Enrolment submitted by the EHCP and his Associated Organization under the COVID-19 Vaccination Programme at Clinics under VSS – BioNTech) throughout the Vaccination Period. The reasons of vaccine voiding shall be provided to the Department of Health for review via the Day End Report system. The Department of Health will determine whether the wastage is unnecessary and avoidable on a case-by-case basis and monitor the monthly and cumulative wastage rate of the clinic(s) or organization.

3.9 The reference to “Booking System” in Clause 40 of the Principal Agreement (page 12 to 13) shall be amended to read “ordering system”.

3.10 Clause 43 of the Principal Agreement shall be amended as follows and all payments which are due as at 23 August 2022 but not yet shall be paid within 30 days.

43. Payment of the Subsidy shall be made by the Government, on a monthly basis, within 30 days after the end of each month or the remaining period of the Vaccination Period or any extension by crediting the Nominated Account for each valid Vaccination excluding any late claim which the Government has a right to reject payment. The Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall either be as set out in Clause 43.1 or in Clause 43.2 below

3.11 Clause 43.3 of the Principal Agreement shall be deleted. Any subsidy which may accrue prior to 23 August 2022 shall be determined and payable within 30 days.



3.12 With immediate effect, the definition “Vaccination Period” in Clause 1.1 of the Schedule of the Principal Agreement shall be deleted and replaced by the following:

**“Vaccination Period”** means

A period for giving COVID-19 Vaccinations to Eligible Persons under the COVID 19 Vaccination Programme at Clinics under VSS – BioNTech Scheme to start on a date as announced by the Government by not less than seven (7) days’ notice, subject to further extension without limit regardless of whether on the same terms and conditions by not less than seven (7) days’ notice (or such lesser notice) to be announced by the Government.

3.13 The definition “Enrolled Healthcare Provider” in Clause 1.1 of the Schedule of the Agreement shall be revised by adding the following:

**“Enrolled Health Care Provider” or “EHCP”** means

a Registered Medical Practitioner whose application to enrol to the COVID 19 Vaccination Programme at Clinics under VSS – BioNTech Scheme is accepted through the signing and returning of the Written Enrolment in the manner mentioned in Preamble (b).

A person shall cease to be an EHCP and the Agreement and where applicable the Supplemental Agreement shall terminate forthwith upon the EHCP ceasing to be registered or is suspended from practising as a Registered Medical Practitioner.

4. This announcement shall form part of the Principal Agreement and the Supplemental Agreement with effect from the date of this announcement. Save for the changes made in this announcement, all other provisions of the Principal Agreement and the Supplemental Agreement shall remain unchanged.
5. In accordance with Clause 74 of the Principal Agreement and the same provision as deemed incorporated into the Supplemental Agreement, the EHCP and his Associated Organization shall be deemed to have accepted the variation of the Principal Agreement and where applicable the

Supplemental Agreement as specified in this Government Variation Notice unless the EHCP and his Associated Organization have, within fourteen days after the issue date of this Government Variation Notice, issued a notice of termination under Clause 8 of the Principal Agreement (or Clause 5 of the Supplemental Agreement).

**Government Variation Notice No. 2 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – BioNTech Pilot Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine**

**19 August 2022**

1. I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics (BioNTech Pilot Scheme) to which you have enrolled (“Principal Agreement”) and the Supplemental Terms and Conditions of COVID-19 Vaccination Programme at Clinics – BioNTech Pilot Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering BioNTech and Sinovac vaccine” (“Supplemental Agreement”) which you have enrolled. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement.
  
2. With effect from 23 August 2022, Clauses 14, 14.1, 14.2, and 14.4 of the Terms and Conditions shall be amended as follows:-
  14. Payment of the Subsidy (other than the Time-limited Enhanced Subsidy) except the Start-up Allowance (as further defined in Clause 14.5 below) which shall be payable subject to the conditions as set out in Clauses 14.5, shall be made by the Government, on a monthly basis, within 30 days after the end of each month or the remaining period of the Vaccination Period (as from time to time extended) starting from the first operating day by crediting the Nominated Account for each valid Vaccination excluding any late claim which the Government has a right to reject payment. The Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall either be as set out in Clause 14.1 or in Clause 14.2 at VBS Participating Clinic(s), and/or Clause 14.3 and/or Clause 14.4 for Home Vaccination Services, plus a one-off Start-up Allowance as set out in Clause 14.5. Payment of the Time-limited Enhanced Subsidy under Clause 14.2 shall be made by the Government on or before 30 December 2022 in one lump sum by

crediting the Nominated Account for all valid Vaccinations covered by such Subsidy.

- 14.1 HK\$160 per dose for BioNTech vaccine and HK\$100 per dose for Sinovac vaccine if the Eligible Person still has not reached or will not reach the age of 60 years in the calendar year when the Vaccination is administered, except that the Subsidy per dose for Sinovac vaccine if the Eligible Person is aged from 6 months to under 12 years at the time of Vaccination shall be HK\$180;
  - 14.2 HK\$240 per dose for BioNTech vaccine and HK\$180 per dose for Sinovac vaccine if the Eligible Person has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered (“Elderly”) except that the Subsidy per dose for the first dose of vaccination of either BioNTech vaccine or Sinovac vaccine shall be HK\$300 if (a) the Eligible Person has reached or will reach the age of 70 years or above in the Calendar year when the vaccination is administered; and (b) the vaccination is given during the period from 23 August 2022 to 30 November 2022 (both dates inclusive) (“Time-limited Enhanced Subsidy”).
  - 14.4 The subsidy per dose for persons not belonging to the target groups of the Home Vaccination Services as specified in Clause 14.3 above shall be the same as clauses 14.1 and 14.2.
3. This announcement shall form part of the Principal Agreement and the Supplemental Agreement with effect from the date of this announcement. Save for the changes made in this announcement, all other provisions of the Principal Agreement and the Supplemental Agreement shall remain unchanged.

From: COVID19 VSS/DH/HKSARG  
To:  
Date: 19/10/2022 18:05  
Subject: Government Variation Notice No. 3 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme - Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine

To : Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - BioNTech Pilot Scheme - Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine

**ANNEX C**

**Government Variation Notice No. 3 of  
the Supplemental Terms and Conditions of the COVID-19 Vaccination  
Programme at Clinics - BioNTech Scheme -  
Listing on the Vaccination Booking System of the Government for  
administering BioNTech and Sinovac vaccine**

1. I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics (BioNTech Scheme) to which you (viz., the EHCP and his Associated Organization) have enrolled (“Principal Agreement”) and the Supplemental Terms and Conditions of COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering BioNTech and Sinovac vaccine” (“Supplemental Agreement”) to which you (viz., the EHCP and his Associated Organization) have also enrolled. Based on both of these enrolments, you (viz., the EHCP and his Associated Organization) are also known as “VBS Participating Clinic(s)” and references herein to “VBS Participating Clinic(s)” shall be construed accordingly. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement and the Supplemental Agreement. I hereby issue this Government Variation Notice No. 3 for the amendment of the Supplemental Agreement as follows.
2. **Amendments in relation to Off-label Vaccination of SinoVac Vaccine to an Eligible Minor**

A new sub-clause 3A shall be added after Clause 3 of the Terms and Conditions of the Supplemental Agreement as follows which shall take effect from the first operating day of the VBS Participating Clinic(s):

- 3A.1 Without prejudice to any other provision of the Principal Agreement (including Clauses 5 and 66) and this Supplemental Agreement, the Government (“Indemnifying Party”) shall indemnify each of the EHCP, his Associated Organization and his Healthcare Personnel (each “Indemnified Party”) from and against:
- (a) all and any demands, claims, actions brought or instituted by any person with proper standing against the Indemnified Party (collectively, “Claims” and each a “Claim”); and
  - (b) all and any liabilities, losses, damage, costs, charges and expenses incurred or suffered by the Indemnified Party (including all legal and expert witness costs, charges and expenses on a full indemnity basis) incurred or suffered by the Indemnified Party in all and any such Claims, which arise directly due to the Vaccination being administered on an Eligible Minor which is not specified in the packaging label or insert of the COVID-19 Vaccine (viz., the Inactivated Virus Vaccine (Sinovac)) (“Off-Label Vaccination”).
- 3A.2 The indemnity under Clause 3A.1 shall not apply to or shall be pro rata reduced in the case of any injury or death caused by or to the extent of any non-compliance with any provision of the Principal Agreement or the Supplemental Agreement by, or the Negligence of, an Indemnified Party or the EHCP or his Associated Organization (if it is not the Indemnified Party).
- 3A.3 In the event of any person suffering any injury or death in the course of or arising out of an Off-Label Vaccination and regardless of whether there is a Claim, the EHCP and his Associated Organization shall verbally inform the Government Representative as early as practicable and deliver to the Government a written report within three (3) working days (any day excluding Saturday and General Holidays) after the occurrence of the injury or death, or on an earlier date specified by the Government Representative.
- 3A.4 For the purposes of this Clause, “Negligence” shall have the same meaning as that assigned to it in section 2(1) of the Control of Exemption Clauses Ordinance (Cap. 71).
- 3A.5 The indemnity under Clause 3A.1 is applicable only if the following conditions are met (otherwise the indemnity shall be void ab initio): (i) the EHCP and his Associated Organization must, or procure the

Indemnified Person (if it is neither the EHCP nor his Associated Organization) to, as soon as practicable give the Government notice in writing of any Claim, and the full opportunity and authority to assume the entire defence thereof whereupon the Government shall, in its sole discretion, have the right at its own expense to dispose of or to settle such Claim; (ii) the EHCP and his Associated Organization must, and where applicable procure the Indemnified Person (if it is neither the EHCP nor his Associated Organization) to, provide the Government with all information available to and in the possession and custody of the EHCP and his Associated Organization and/or the relevant Indemnified Person and other pertaining to the Claim which the EHCP and his Associated Organization and/or the Indemnified Person and such other defendants may lawfully disclose and provide; and (iii) the EHCP and his Associated Organization shall, or procure the Indemnified Person (if it is neither the EHCP nor his Associated Organization) to, give the Government, at the Government's cost and expense, all reasonable assistance and will not by any act or omission do anything that may directly or indirectly prejudice the Government in its ability to assume the entire defence of the Claim or settle such Claim.

3A.6 The Government will not take out any form of insurance for the EHCP and his Associated Organization and his Healthcare Personnel and any third party.

3A.7 Notwithstanding anything in the Contract to the contrary, under no circumstances whatsoever will the Government be liable to compensate the EHCP or his Associated Organization or any Indemnified Party or any other person for any special, indirect, incidental or consequential damage or any damage such as economic loss or loss of profits.

**3. Amendments in relation to the explanation of SinoVac Vaccine as an Off-label Vaccination to the parent or guardian of an Eligible Minor**

The following new Clauses shall be added immediately after Clause 19 of the Terms and Conditions of the Supplemental Agreement as follows which shall take effect from the first operating day of the VBS Participating Clinic(s):

20. The EHCP shall, or will ensure that his Healthcare Personnel will, explain relevant information, contraindications, precautions and the risks related to the Vaccination in accordance with the Doctors' Guide for the Coronavirus Disease 2019 (COVID-19) Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic

COVID-19 Vaccination Station (PCVS) – Sinovac and Doctors’ Guide – BioNTech and answer any enquiries from Vaccination recipients (or in the case of a person under the age of 18, his parent or guardian) related to the Vaccination. The explanation includes those as required in section 8(1)(a) of Cap 599K, viz., the Vaccine is authorized under Cap 599K instead of registered, and that in the case of an Eligible Minor, that the Vaccination is an Off-Label Vaccination.

21. After the explanation as mentioned in Clause 20, the EHCP shall, or will ensure that his Healthcare Personnel will, search and retrieve the eHealth (Subsidies) Account of the Vaccination recipient and obtain the informed consent from the Vaccination recipient (or his parent or guardian if Vaccination recipient is not legally capable of doing so), in accordance with the Doctors’ Guides and through the functions being made available in eHealth System (Subsidies). So that in the eHealth System (Subsidies), there is record that the Vaccination recipient has given the informed consent as required under section 8(1)(b) of Cap 599K. This is except for the consent to be given by the parent or guardian of a person under the age of 18 or mentally incapacitated person. In such cases, the physically signed consent should be obtained from such parent or guardian using the form as prescribed in the Doctor’s Guides.

#### **4. Amendments in relation to an outreach visit to be performed by a VBS Participating Clinic(s)**

The following new Clauses shall be added immediately after Clause 21 of the Terms and Conditions of the Supplemental Agreement with retrospective effect from 13 October 2022:

22. The VBS Participating Clinic(s) shall perform outreach visits to an outreach venue from time to time specified by and on the request of the Government.
23. In addition, subject to the availability of Vaccines, the VBS Participating Clinic(s) may perform outreach visit at an outreach venue to be arranged on his own, subject to 2 weeks’ prior written notice having been given to the Department of Health using the form prescribed by the Department of Health (“Notification Form of Outreach Visits” or “Notification Form”).
24. The terms set out in Appendix L(i) – Terms and Conditions of the COVID-19 Vaccination Programme at Non-clinic Setting (Supplementary to Terms and Conditions of the COVID-19 Vaccination Programme at



Clinics) as from time to time amended including the Government Variation Notice No. 4 dated 18 August 2022 (“Appendix L(i)”) shall equally apply to each outreach visit to be arranged by a VBS Participating Clinic(s) whether under Clause 22 or Clause 23 of this Supplemental Agreement except for the following differences as set out in Clauses 24.1 to 24.5 (excluding Clause 24.4). References in Appendix L(i) to “outreach venue” shall mean the outreach venue as defined in Schedule 1 to the Supplemental Agreement (as amended by this Government Variation Notice).

- 24.1 Under any outreach visit to be arranged pursuant to Appendix L(i), the EHCP and its Associated Organization may only use Inactivated Virus Vaccine (Sinovac Biotech (Hong Kong) Limited) (alternatively known as “SinoVac vaccine”) in the outreach visit, but not the Nucleic Acid Vaccine (Fosun Pharma / BioNTech) (alternatively known as “BioNTech vaccine”). However, for an outreach visit to be arranged under this Supplemental Agreement by the ECHP and his Associated Organisation which are a VBS Participating Clinic(s), it may provide both SinoVac vaccine and BioNTech vaccine or either one of them in an outreach visit. Notwithstanding, VBS Participating Clinic(s) may not administer BioNTech Vaccine to a minor who is below 12 whether at the clinic or at an outreach visit.
- 24.2 The subsidy payable for vaccination using SinoVac vaccine in an outreach visit under this Supplemental Agreement shall be the same as an outreach visit under Appendix L(i). The subsidy per dosage for BioNTech vaccine shall only apply under this Supplemental Agreement. These subsidies are set out below as follows:

<b>(i) Per dose subsidy</b>				
Age Group	Under 12	Between 12 to 59	60 and above in the calendar year in which the dosage is administered	70 and above for the first dose (up to 30.11.2022) in the calendar year in which the dosage is administered
Per Dose HK\$ (SinoVac Vaccine)	180	100	180	300
Per Dose HK\$ (BioNTech Vaccine)	N.A.	160	240	300

24.3 The one-off outreach vaccination allowance as set out in Appendix L(i) shall also be payable at the same rate for an outreach visit to be performed under this Supplemental Agreement based on the number of doses performed subject to a minimum of 10 doses per outreach visit [with the dosage using SinoVac vaccines and BioNTech vaccines to be counted together to determine the allowance level]. The one-off outreach vaccination allowance is recapped below:

<b>(ii) One-off outreach allowance (6 tiers)</b>	
· 10 to 29 doses	HK\$1,200
· 30 to 49 doses	HK\$2,120
· 50 to 79 doses	HK\$3,543
· 80 to 99 doses	HK\$5,654
· 100 to 149 doses	HK\$7,067
· more than 150 doses	HK\$10,600

24.4 The allowance payable for one-on-one consultation or health talk as set out in Clause 26A.1 of Appendix L(i) shall also be payable at the same rate for any one-on-one consultation or health talk at an outreach visit to be performed under this Supplemental Agreement. Furthermore, as stated in Clause 26A.1 of Appendix L(i), the outreach visit with prior consultation or health talk has to be arranged or sponsored by a Government bureau or department. The allowance is recapped below:

<b>(iii) One-on-one consultation or health talk</b>	
· HK\$800 per hour and HK\$400 for each subsequent half-hour	

24.5 Delivery of the Vaccines to these destinations will be arranged by the VBS Participating Clinic(s), in accordance with the prescribed storage and logistical requirements specified by the Department of Health. The VBS Participating Clinic(s) shall refer to the document titled “Doctors’ Guide for the Coronavirus Disease 2019 (COVID-19) Vaccination Programme under the Vaccination Subsidy Scheme (VSS) at Non-clinic Setting and the School Outreach ([https://www.chp.gov.hk/files/pdf/vssdoctorsguide\\_covid19\\_nonclinic.pdf](https://www.chp.gov.hk/files/pdf/vssdoctorsguide_covid19_nonclinic.pdf))

f)” which sets out the points to note in relation to the Outreach Services and may be updated by the Government from time to time.

24.6 Payment of the Subsidy and allowances (if applicable) as set out in Clause 24.2 shall be payable by the Government for the outreach visits to be provided by the VBS Participating Clinic and shall be made by the Government, on a monthly basis, within 30 days after the end of each month or the remaining period of the Vaccination Period (as from time to time extended) starting from the first operating day of that VBS Participating Clinic by crediting the Nominated Account for each valid Vaccination excluding any late claim which the Government has a right to reject payment. Payment of any approved claim of the allowance as stipulated in Clauses 24.3 and 24.4 shall be made by the Government by crediting to the Nominated Account or via bank cheque to the VBS Participating Clinic as decided by the Government excluding any late claim. A claim is late if it is lodged 30 days after the outreach visit (for the allowance under Clause 24.3); or if it is lodged 30 days after the consultation or health talk (for the allowance under Clause 24.4) which the Government has a right to reject payment.

5. The following definitions of “Eligible Minors”, and “outreach venue”, shall be added to Clause 1.1 of the Schedule of the Supplemental Agreement:

“*Eligible Minors*” means minors who are aged from 6 months to below 3 at the time of the first dose of Vaccination of the Inactivated Virus Vaccine (Sinovac).

“*outreach venue*” means either a venue to be specified by the Government in Clause 22 or a venue to be proposed by the VBS Participating Clinic(s) in the Notification Form under Clause 23 which must not be (a) a venue covered by the Home Vaccination Services; (b) an RCH (as defined in Appendix L(i)); (c) the Clinics of the EHCP or his Associated Organization whether or not they are the VBS Participating Clinic(s); and (d) schools which can be covered under Appendix L(ii) (Terms and Conditions of the COVID-19 Vaccination Programme – VSS School Outreach (Supplementary to Terms and Conditions of the COVID-19 Vaccination Programme at Clinics)).

6. This announcement is issued pursuant to Clause 73 of the Principal Agreement (which provision is also deemed incorporated into the Supplemental Agreement under Clause 16) and shall form part of the Principal Agreement and the Supplemental Agreement with effect from the date of this announcement.

7. Save for the changes made in this announcement and those Government Variation Notices as further mentioned below, all other provisions of the Principal Agreement and the Supplemental Agreement shall remain unchanged.
8. Attached please find the Agreement and the relevant Government Variation Notices issued previously for your reference.



Principle Agreement\_BioNTech Scheme.pdf



Supplemental Agreement\_VBS BNT&Sinovac

Scheme.pdf

9. If you have any questions, please contact 2125 2299 or 3975 4806.

Yours faithfully,

(Eddie CHOI)  
for Controller,  
Centre for Health Protection

From: COVID19 VSS/DH/HKSARG  
To:  
Date: 24/11/2022 17:09  
Subject: Government Variation Notice No. 4 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine

To: Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme - Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine

## **ANNEX D**

### **Government Variation Notice No. 4 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine**

1. I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics (BioNTech Scheme) to which you have enrolled (“Principal Agreement”) and the Supplemental Terms and Conditions of COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine” (“Supplemental Agreement”) to which you have also enrolled. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement and the Supplemental Agreement. I hereby issue this Government Variation Notice No. 4 for the amendment of the Supplemental Agreement as follows.
2. With immediate effect, Clause 14.2 of the Terms and Conditions shall be amended as follows:-
  - 14.2 HK\$240 per dose for BioNTech vaccine and HK\$180 per dose for Sinovac vaccine if the Eligible Person has reached or will reach the age of 60 years or above in the calendar year when the

Vaccination is administered (“Elderly”) except that the Subsidy per dose for the first dose of vaccination of either BioNTech vaccine or Sinovac vaccine shall be HK\$300 if (a) the Eligible Person has reached or will reach the age of 70 years or above in the Calendar year when the vaccination is administered; and (b) the vaccination is given during the period from 23 August 2022 to 28 February 2023 (both dates inclusive) (“Time-limited Enhanced Subsidy”).

3. This announcement is issued pursuant to Clause 73 of the Principal Agreement (which provision is also deemed incorporated into the Supplemental Agreement under Clause 16) and shall form part of the Principal Agreement and the Supplemental Agreement with effect from the date of this announcement.
4. Save for the changes made in this announcement and those Government Variation Notices as further mentioned below, all other provisions of the Principal Agreement and the Supplemental Agreement shall remain unchanged.
5. Attached please find the Agreement and the relevant Government Variation Notices issued previously for your reference.



Principal Agreement.pdf



Supplemental Agreement - \_VBS BNT&Sinovac Scheme.pdf

6. If you have any questions, please contact 2125 2299 or 3975 4806.

Yours faithfully,

(Eddie CHOI)  
for Controller,  
Centre for Health Protection

From: COVID19 VSS/DH/HKSARG  
To:  
Date: 30/11/2022 17:41  
Subject: Government Variation Notice No. 5 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine

To : Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme - Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine

## ANNEX E

### **Government Variation Notice No. 5 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine**

1. I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics (BioNTech Scheme) to which you (viz., the EHCP and his Associated Organization) have enrolled (“Principal Agreement”) and the Supplemental Terms and Conditions of COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering BioNTech and Sinovac vaccine” (“Supplemental Agreement”) to which you (viz., the EHCP and his Associated Organization) have also enrolled. Based on both of these enrolments, you (viz., the EHCP and his Associated Organization) are also known as “VBS Participating Clinic(s)” and references herein to “VBS Participating Clinic(s)” shall be construed accordingly. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement and the Supplemental Agreement. I hereby issue this Government Variation Notice No. 5 for the amendment of the Supplemental Agreement as follows.
2. With effect from 1 December 2022, Clause 7 of the Terms and Conditions shall be amended as follows:-

7. With effect from the date when the first booking with the clinic can be made via the VBS (“first operating day”), each VBS Participating Clinic of the EHCP and his Associated Organization in order to continue to enjoy its listing on the VBS shall be open for at least six days per week (excluding public holidays) with a capacity of providing at least a total of 200 doses comprising such number of BioNTech vaccine and such number of Comirnaty Bivalent vaccine and at least 100 doses of Sinovac vaccine per day for five days (“full operating days”) and at least a total of 100 doses comprising such number of BioNTech vaccine and such number of Comirnaty Bivalent vaccine and at least 50 doses of Sinovac vaccine per day for one other day (“half operating day”) within each calendar week, or any level of capacity as approved by the Government in writing, within the permissible range of operating hours from 8:00am to 8:00pm.
  
3. With effect from 1 December 2022, Clauses 14.1 and 14.2 of the Terms and Conditions shall be amended as follows:-

  - 14.1 HK\$160 per dose of BioNTech vaccine or per dose of Comirnaty Bivalent vaccine and HK\$100 per dose of Sinovac vaccine if the Eligible Person still has not reached or will not reach the age of 60 years in the calendar year when the Vaccination is administered, except that the Subsidy per dose for Sinovac vaccine if the Eligible Person is aged from 6 months to under 12 years at the time of Vaccination shall be HK\$180;
  
  - 14.2 HK\$240 per dose of BioNTech vaccine or per dose of Comirnaty Bivalent vaccine and HK\$180 per dose of Sinovac vaccine if the Eligible Person has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered (“Elderly”) except that the Subsidy per dose for the first dose of vaccination of either BioNTech vaccine or Sinovac vaccine shall be HK\$300 if (a) the Eligible Person has reached or will reach the age of 70 years or above in the Calendar year when the vaccination is administered; and (b) the vaccination is given during the period from 23 August 2022 to 28 February 2023 (both dates inclusive) (“Time-limited Enhanced Subsidy”).



4. With effect from 1 December 2022, Clauses 24.1, 24.2 and 24.3 of the Terms and Conditions added by Government Variation Notice No. 3 shall be amended as follows:-

24.1 Under any outreach visit to be arranged pursuant to Appendix L(i), the EHCP and his Associated Organization may only use Inactivated Virus Vaccine (Sinovac Biotech (Hong Kong) Limited) (alternatively known as “SinoVac vaccine”) in the outreach visit, but not the Nucleic Acid Vaccine (Fosun Pharma / BioNTech) (alternatively known as “BioNTech vaccine”) and the Comirnaty Original/Omicron BA.4-5 Bivalent Vaccine (Fosun Pharma / BioNTech) (alternatively known as “Comirnaty Bivalent vaccine”) (intended for Vaccination recipients eligible for the 4<sup>th</sup> dose based on the information available in eHealth System (Subsidies) and as a replacement for the 4<sup>th</sup> dose). However, for an outreach visit to be arranged under this Supplemental Agreement by the ECHP and his Associated Organisation which are a VBS Participating Clinic(s), it may provide SinoVac vaccine, BioNTech vaccine and Comirnaty Bivalent vaccine or any one of them in an outreach visit. Notwithstanding, VBS Participating Clinic(s) may not administer whether at the clinic or at an outreach visit (a) BioNTech Vaccine to a minor who is below 12; and (b) Comirnaty Bivalent vaccine to any person other than a person eligible for the 4<sup>th</sup> dose based on the information available in eHealth System (Subsidies) and as a replacement of the 4<sup>th</sup> dose.

24.2 The subsidy payable for vaccination using SinoVac vaccine in an outreach visit under this Supplemental Agreement shall be the same as an outreach visit under Appendix L(i). The subsidy per dosage for BioNTech vaccine and Comirnaty Bivalent vaccine shall only apply under this Supplemental Agreement. These subsidies are set out below as follows:

<b>(i) Per dose subsidy</b>				
Age Group	Under 12	Between 12 to 59	60 and above in the calendar year in which the dosage is administered	70 and above for the first dose (up to 28.2.2023) in the calendar year in which the dosage is administered
Per Dose HK\$ (SinoVac Vaccine)	180	100	180	300
Per Dose HK\$ (BioNTech Vaccine or Comirnaty Bivalent Vaccine)	N.A.	160	240	300

24.3 The one-off outreach vaccination allowance as set out in Appendix L(i) shall also be payable at the same rate for an outreach visit to be performed under this Supplemental Agreement based on the number of doses performed subject to a minimum of 10 doses per outreach visit with the dosage using SinoVac vaccines, BioNTech vaccines and Comirnaty Bivalent vaccines to be counted together to determine the allowance level. The one-off outreach vaccination allowance is recapped below:

<b>(ii) One-off outreach allowance (6 tiers)</b>	
• 10 to 29 doses	HK\$1,200
• 30 to 49 doses	HK\$2,120
• 50 to 79 doses	HK\$3,543
• 80 to 99 doses	HK\$5,654
• 100 to 149 doses	HK\$7,067
• more than 150 doses	HK\$10,600

5. The definition “COVID-19 Vaccines” in Clause 1.1 of the Schedule to the Supplemental Agreement shall be amended and replaced by the following:

“**COVID-19 Vaccines**” or “**Vaccines**” (in upper or lower case) means the Nucleic Acid Vaccine (Fosun Pharma / BioNTech) (alternatively known as “BioNTech vaccine”) or Inactivated Virus Vaccine (Sinovac Biotech (Hong Kong) Limited) (alternatively known as “SinoVac vaccine”) or the Comirnaty Original/Omicron BA.4-5 Bivalent Vaccine (Fosun Pharma / BioNTech) (alternatively known as “Comirnaty Bivalent vaccine”) (intended for Vaccination recipients eligible for the 4<sup>th</sup> dose based on the information available in eHealth System (Subsidies) and as a replacement for the 4<sup>th</sup> dose) or such brand of COVID-19 Vaccines to be announced by the Government from time to time for the purpose of COVID-19 Vaccination Programme.

6. This announcement is issued pursuant to Clause 73 of the Principal Agreement (which provision is also deemed incorporated into the Supplemental Agreement under Clause 16) and shall form part of the Principal Agreement and the Supplemental Agreement with effect from the date of this announcement.
7. In accordance with Clause 74 of the Principal Agreement and the same shall be deemed incorporated into the Supplemental Agreement under Clause 16, the EHCP and his Associated Organization shall be deemed to have accepted the variation of the Supplemental Agreement as specified in this Government Variation Notice issued under Clause 73 unless the EHCP and his Associated Organization has, within fourteen days after the issue date of this Government Variation Notice, issued a notice of termination under Clause 5 of the Supplemental Agreement.
8. Save for the changes made in this announcement and those Government Variation Notices as further mentioned below, all other provisions of the Principal Agreement and the Supplemental Agreement shall remain unchanged.

9. Attached please find the Agreement and the relevant Government Variation Notices issued previously for your reference.



Principal Agreement .pdf



Supplemental Agreement - \_VBS BNT&Sinovac Scheme.pdf

10. If you have any questions, please contact 2125 2299 or 3975 4806.

Yours faithfully,

(Eddie CHOI)  
for Controller,  
Centre for Health Protection

From: COVID19 VSS/DH/HKSARG  
To:  
Date: 10/01/2023 17:17  
Subject: Government Variation Notice No. 6 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine

To: Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme - Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine

## **ANNEX F**

### **Government Variation Notice No. 6 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine**

1. I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics (BioNTech Scheme) to which you (viz., the EHCP and his Associated Organization) have enrolled (“Principal Agreement”) and the Supplemental Terms and Conditions of COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering BioNTech and Sinovac vaccine” (“Supplemental Agreement”) to which you (viz., the EHCP and his Associated Organization) have also enrolled. Based on both of these enrolments, you (viz., the EHCP and his Associated Organization) are also known as “VBS Participating Clinic(s)” and references herein to “VBS Participating Clinic(s)” shall be construed accordingly. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement and the Supplemental Agreement. I hereby issue this Government Variation Notice No. 6 for the amendment of the Supplemental Agreement as follows and references hereinafter in this Government Variation Notice to “Terms and Conditions” shall refer to those of the Supplemental Agreement.

2. With effect from 28 December 2022, Clauses 11 and 12 of the Terms and Conditions shall be amended as follows:-

11. The EHCP or his Associated Organization who operates VBS Participating Clinic(s) being listed on the VBS shall be required to perform Home Vaccination Services of Sinovac vaccine, BioNTech Vaccine and Comirnaty Bivalent Vaccine or such other brand of COVID-19 Vaccines to be provided by the Government at the places of residence of the Vaccination recipients within their assigned district(s) (to be determined in accordance with the Points to Note) from time to time on the request of the Government ("Home Vaccination Services"). The EHCP or his Associated Organization shall refer to the "Points-to-note - Home Vaccination Services by doctors enrolled under Vaccination Subsidy Scheme (VSS)" which set out the terms and conditions in relation to the Home Vaccination Services. If the EHCP or his Associated Organization refuses or is unable to perform Home Vaccination Services as from time to time requested by the Government, the Government shall have the right to delist the VBS Participating Clinic(s) from the VBS and terminate this Supplemental Agreement under Clause 4.

12. An all-inclusive fee per dose as set out in Clauses 14.3 and 14.4 shall be payable by the Government for the Home Vaccination Services to be provided by the EHCP and its Associated Organization which shall cover a comprehensive vaccination service to those persons who are to receive the Home Vaccination Services ("HVS Recipients") and whose details shall be put forward by the Civil Service Bureau ("CSB") or other government bureau / department by a notice from time to time ("HVS Notice"). The Home Vaccination Services shall include contacting the HVS Recipient about

- the possible choices of the vaccine based on the announcement from time to time of the Department of Health and in the light of dosages already taken by the HVS Recipient, the health condition (immunocompetent or immunocompromised of the

HVS Recipient or a recovered person) and his age (i.e. SinoVac, BioNTech and Comirnaty Bivalent Vaccine);

- whether or not the HVS Recipient opts to receive the doctor's on-site assessment before vaccination (i.e. in light of any one of the situations specified in paragraph 8 of the Points-to-note, if applicable);
- the vaccination schedule, the administration of vaccine on the scheduled day, arranging subsequent doses and the provision of vaccination record to the HVS Recipients, etc.

The EHCP and his Associated Organization must contact the HVS Recipient concerning all of the above within one week or by a deadline prescribed by the Government in the HVS Notice and administer the vaccine within two weeks from the date of the HVS Notice or from the due date as specified on the list provided by the Government and attached to the HVS Notice.

3. With effect from 28 December 2022, Clause 14.3 of the Terms and Conditions shall be amended as follows:-

14.3 (a) HK\$550 per dose regardless of the vaccine types if the Eligible Person belongs to the target groups of the Home Vaccination Services (including persons aged 70 years or above, persons with disability and persons receiving certain allowance from schemes of Social Welfare Department, etc) and where the HVS Vaccination Recipient has not opted to receive a doctor's on-site assessment or otherwise such on-site assessment is not applicable (i.e. the situations specified in paragraph 8 of the Points-to-note not being applicable); or

(b) HK\$900 per dose regardless of the vaccine types if the Eligible Person belongs to the target groups of the Home Vaccination Services (including persons aged 70 years or above, persons with disability and persons receiving certain allowance from schemes of Social Welfare Department, etc) and where the EHCP or his Associated Organization has

conducted a doctor's on-site assessment as requested by the aforesaid Eligible Person due to any one of the situations as stated in paragraph 8 of the Points-to-note.

A special allowance of HK\$50 or HK\$100 per dose will be granted to the EHCP or his Associated Organization if the above Eligible Person's place of residence is located in a "Remote area" or a "Very Remote Area" respectively as classified by Civil Service Bureau ("CSB").

4. With retrospective effect from 2 December 2022, Clause 20 of the Terms and Conditions shall be replaced by the following with the original Clause 20 to become Clause 20A as follows:-

20. The Healthcare Professional or Vaccinator shall check the eligibility of the Vaccination recipient. On top of checking that the Vaccination recipient falls within the applicable age range for the proposed dosage, and that the interval between the proposed dosage and the immediately previous dosage complies with the normal recommended interval requirements as from time to time announced by the Department of Health, the checking (including the request for necessary documentary proof to ensure eligibility) shall also ensure the proposed Vaccination complies with the announcements from time to time made by the Department of Health in relation to any particular COVID-19 Vaccines and/or different types of Vaccination recipients including those who are (a) below 18; or (b) recovered persons; or (c) those electing to adopt a shorter dosage interval due to his immunocompromised condition or for personal reasons.
- 20A. After having checked and satisfied with the eligibility requirement as mentioned above, the EHCP shall, or will ensure that his Healthcare Personnel will, explain relevant information, contraindications, precautions and the risks related to the Vaccination in accordance with the Doctors' Guide for the Coronavirus Disease 2019 (COVID-19) Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic COVID-19 Vaccination Station (PCVS) – Sinovac and Doctors' Guide for



the Coronavirus Disease 2019 (COVID-19) Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic COVID-19 Vaccination Station (PCVS) – BioNTech and answer any enquiries from Vaccination recipients (or in the case of a person under the age of 18, his parent or guardian) related to the Vaccination. The explanation includes those as required in Section 8(1)(a) of Cap. 599K, viz., the Vaccine is authorized under Cap. 599K instead of registered, and that in the case of an Eligible Minor, that the Vaccination is an Off-Label Vaccination.

5. With retrospective effect from 2 December 2022, Clause 21 of the Terms and Conditions shall be amended as follows:-

21. After the explanation as mentioned in Clause 20A, the EHCP shall, or will ensure that his Healthcare Personnel will, search and retrieve the eHealth (Subsidies) Account of the Vaccination recipient and obtain the informed consent from the Vaccination recipient (or his parent or guardian if Vaccination recipient is not legally capable of doing so), in accordance with the Doctors' Guides and through the functions being made available in eHealth System (Subsidies). So that in the eHealth System (Subsidies), there is record that the Vaccination recipient has given the informed consent as required under section 8(1)(b) of Cap 599K. This is except for the consent to be given by the parent or guardian of a person under the age of 18 or mentally incapacitated person. In such cases, the physically signed consent should be obtained from such parent or guardian using the form as prescribed in the Doctor's Guides.

6. With retrospective effect from 2 December 2022, Clauses 24.1 of the Terms and Conditions as amended by Government Variation Notice No. 5 shall be further amended as follows:-

24.1 Under any outreach visit to be arranged pursuant to Appendix L(i), the EHCP and his Associated Organization may only use Inactivated Virus Vaccine (Sinovac Biotech (Hong Kong) Limited) (alternatively known as "SinoVac vaccine") in the outreach visit, but not the Nucleic Acid Vaccine (Fosun

Pharma / BioNTech) (alternatively known as “BioNTech vaccine”) and the Comirnaty Original/Omicron BA.4-5 Bivalent Vaccine (Fosun Pharma / BioNTech) (alternatively known as “Comirnaty Bivalent vaccine”) (intended for Vaccination recipients eligible for the 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> dose (or the 2<sup>nd</sup> or 3<sup>rd</sup> or 4<sup>th</sup> dose for persons with prior COVID-19 infection) based on the information available in eHealth System (Subsidies) and as a replacement for the aforesaid dose following the current vaccination schedule). However, for an outreach visit to be arranged under this Supplemental Agreement by the ECHP and his Associated Organization which are a VBS Participating Clinic(s), it may provide SinoVac vaccine, BioNTech vaccine and Comirnaty Bivalent vaccine or any one of them in an outreach visit. Notwithstanding, VBS Participating Clinic(s) may not administer whether at the clinic or at an outreach visit (a) BioNTech Vaccine to a minor who is below 12; and (b) Comirnaty Bivalent vaccine to any person other than a person eligible for the 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> dose (or the 2<sup>nd</sup> or 3<sup>rd</sup> or 4<sup>th</sup> dose for persons with prior COVID-19 infection) based on the information available in eHealth System (Subsidies) and as a replacement of the aforesaid dose following the current vaccination schedule.

7. With retrospective effect from 2 December 2022, the definition “COVID-19 Vaccines” in Clause 1.1 of the Schedule to the Supplemental Agreement shall be amended and replaced by the following:

**“COVID-19 Vaccines” or “Vaccines”** (in upper or lower case) means the Nucleic Acid Vaccine (Fosun Pharma / BioNTech) (alternatively known as “BioNTech vaccine”) or Inactivated Virus Vaccine (Sinovac Biotech (Hong Kong) Limited) (alternatively known as “SinoVac vaccine”) or the Comirnaty Original/Omicron BA.4-5 Bivalent Vaccine (Fosun Pharma / BioNTech) (alternatively known as “Comirnaty Bivalent vaccine”) (intended for Vaccination recipients eligible for the 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> dose (or the 2<sup>nd</sup> or 3<sup>rd</sup> or 4<sup>th</sup> dose for persons with prior COVID-19 infection) based on the information available in eHealth System (Subsidies) and as a replacement for the aforesaid

dose following the current vaccination schedule) or such brand of COVID-19 Vaccines to be announced by the Government from time to time for the purpose of COVID-19 Vaccination Programme.

8. This announcement is issued pursuant to Clause 73 of the Principal Agreement (which provision is also deemed incorporated into the Supplemental Agreement under Clause 16) and shall form part of the Principal Agreement and the Supplemental Agreement with effect from the date of this announcement.
9. In accordance with Clause 74 of the Principal Agreement and the same shall be deemed incorporated into the Supplemental Agreement under Clause 16, the EHCP and his Associated Organization shall be deemed to have accepted the variation of the Supplemental Agreement as specified in this Government Variation Notice issued under Clause 73 unless the EHCP and his Associated Organization has, within fourteen days after the issue date of this Government Variation Notice, issued a notice of termination under Clause 5 of the Supplemental Agreement.
10. Save for the changes made in this announcement and those Government Variation Notices as further mentioned below, all other provisions of the Principal Agreement and the Supplemental Agreement shall remain unchanged.
11. Attached please find the Agreement and the relevant Government Variation Notices issued previously for your reference.



Principal Agreement .pdf



Supplemental Agreement -\_VBS BNT&Sinovac Scheme.pdf

12. If you have any questions, please contact 2125 2299 or 3975 4806.

Yours faithfully,

(Eddie CHOI)  
for Controller,  
Centre for Health Protection

Urgent  Return Receipt Requested  Sign  Encrypt  Mark Subject Restrict  Expand personal & public groups



**Government Variation Notice No. 7 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme - Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine**

COVID19 VSS to:

24/03/2023 18:34

Sent by: M\_SD3

Bcc: M\_SD3

Follow Up: Normal Priority.

History: This message has been forwarded.

To : Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme - Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine

Please find attached Government Variation Notice No. 7 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine below for your information and necessary action.



GVN No 7 of Supplemental Agreement - \_VBS BNT&Sinovac Scheme.pdf

Attached please find the Agreement and the relevant Government Variation Notices issued previously for your references.



Principal Agreement.pdf



Supplemental Agreement - \_VBS BNT&Sinovac Scheme (with GVNs No 1-6).pdf

If you have any questions, please contact 2125 2299 or 3975 4806.

Yours faithfully,

(Eddie CHOI)  
for Controller,  
Centre for Health Protection

To: Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme - Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine

## ANNEX G

### **Government Variation Notice No. 7 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine**

1. I refer to the captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics (BioNTech Scheme) to which you (viz., the EHCP and his Associated Organization) have enrolled (“Principal Agreement”) and the Supplemental Terms and Conditions of COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering BioNTech and Sinovac vaccine” (“Supplemental Agreement”) to which you (viz., the EHCP and his Associated Organization) have also enrolled. Based on both of these enrolments, you (viz., the EHCP and his Associated Organization) are also known as “VBS Participating Clinic(s)” and references herein to “VBS Participating Clinic(s)” shall be construed accordingly. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement and the Supplemental Agreement. I hereby issue this Government Variation Notice No. 7 for the amendment of the Supplemental Agreement as follows and references hereinafter in this Government Variation Notice to “Terms and Conditions” shall refer to those of the Supplemental Agreement.
2. With retrospective effect from 1 March 2023, Clauses 7, 8 and 10 of the Terms and Conditions shall be amended as follows:-
  7. ~~With effect from the date when the first booking with the clinic can be made via the VBS (“first operating day”),~~ Each VBS

Participating Clinic of the EHCP and his Associated Organization in order to continue to enjoy its listing on the VBS shall be open for at least six five days per week (~~excluding public holidays~~) with a capacity of providing at least a total of 200210 doses comprising ~~such number of~~ BioNTech vaccine, ~~and such number of~~ Comirnaty Bivalent vaccine and ~~at least 100 doses of~~ Sinovac vaccine per day for five days (“full operating days”) ~~and at least a total of 100 doses comprising such number of BioNTech vaccine and such number of Comirnaty Bivalent vaccine and at least 50 doses of Sinovac vaccine per day for one other day (“half operating day”)~~ within each calendar week, or any level of capacity as requested and / or approved by the Government in writing, within the permissible range of operating hours from 8:00am to 8:00pm.

8. The EHCP and his Associated Organization shall determine and notify by email to DH the exact start and end operating time of each full operating day, including lunch break ~~and the start and end operating time of the half operating day~~ at least two weeks in advance for each VBS Participating Clinic. Such information shall be provided to Office of Government Chief Information Officer ( “OGCIO” ) for loading into the VBS in good time. If the EHCP and his Associated Organization wish to adjust the quota for any particular operating day (~~full or half~~), the EHCP and his Associated Organization shall give at least one week’s advance notice for the OGCIO to do so. In the event of adjusting down the quota, the EHCP and his Associated Organization shall honour the bookings already made in the VBS. If the downward adjustment of quota would render the total number of doses per operating day to fall below the required capacity levels as stated in Clause 7 above, the Government shall have the right to delist the VBS Participating Clinic from the VBS. The VBS Participating Clinic must observe the appointment times allotted to it via the VBS.
10. The EHCP and his Associated Organization shall assign a Registered Medical Practitioner for each VBS Participating Clinic. Off-site Registered Medical Practitioner may be allowed provided that he or she is working in the same building



where the VBS Participating Clinic is located and can immediately attend to cases where required. Subject to the foregoing, all Vaccinations to be provided at the VBS Participating Clinic(s) shall be performed in accordance with all requirements set out in the Principal Agreement as well as this Supplemental Agreement and be subject to the same rights and powers of the Government including the Director of Health. Unless otherwise expressly stated in this Supplemental Agreement (or in the Points to Note), there shall be no difference between a Vaccination to be provided at a VBS Participating Clinic or through the Home Vaccination Services, and another clinic registered by the EHCP and his Associated Organization with the BioNTech Scheme but not this supplemental VBS BioNTech&Sinovac Scheme. The ECHP and his Associated Organization shall continue to comply with and observe all of the aforesaid requirements in the provision of the Vaccinations.

3. With retrospective effect from 22 March 2023, Clause 14 of the Terms and Conditions shall be amended as follows:

14. Payment of the Subsidy ~~(other than the Time limited Enhanced Subsidy)~~, except the Start-up Allowance (as further defined in Clause 14.5 below) which shall be payable subject to the conditions as set out in Clause 14.5, shall be made by the Government, on a monthly basis, within 30 days after the end of each month or the remaining period of the Vaccination Period (as from time to time extended) starting from the first operating day by crediting the Nominated Account for each valid Vaccination excluding any late claim which the Government has a right to reject payment. The Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall either be as set out in Clause 14.1 or in Clause 14.2 at VBS Participating Clinic(s), and/or Clause 14.3 and/or Clause 14.4 for Home Vaccination Services, plus a one-off Start-up Allowance as set out in Clause 14.5. ~~Payment of the Time limited Enhanced Subsidy under Clause 14.2 shall be made by the Government on or before 30 December 2022 in one lump sum by crediting the Nominated Account for all valid Vaccinations covered by such Subsidy. Commencing 22~~

March 2023, the subsidy per dose of Seasonal Influenza Vaccine given to Eligible Person shall be as set out in Clause 14.6.

4. With retrospective effect from 1 March 2023, Clause 14.2 of the Terms and Conditions shall be amended as follows:-

14.2 HK\$240 per dose of BioNTech vaccine or per dose of Comirnaty Bivalent vaccine and HK\$180 per dose of Sinovac vaccine if the Eligible Person has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered (“Elderly”) except that the Subsidy per dose for the first dose of vaccination of either BioNTech vaccine or Sinovac vaccine shall be HK\$300 if (a) the Eligible Person has reached or will reach the age of 70 years or above in the Calendar year when the vaccination is administered; and (b) the vaccination is given during the period from 23 August 2022 to ~~28 February~~ 31 March 2023 (both dates inclusive) (“Time-limited Enhanced Subsidy”).

5. With retrospective effect from 22 March 2023, there shall be added a new Clause 14.6 as follows:

14.6 HK\$105 per dose for seasonal influenza vaccination to be performed as part of Co-Vaccination.

6. With retrospective effect from 1 March 2023, Clause 24.2 of the Terms and Conditions shall be amended as follows:-

24.2 The subsidy payable for vaccination using SinoVac vaccine in an outreach visit under this Supplemental Agreement shall be the same as an outreach visit under Appendix L(i). The subsidy per dosage for BioNTech vaccine and Comirnaty Bivalent vaccine shall only apply under this Supplemental Agreement. These subsidies are set out below as follows:

<b>(i) Per dose subsidy</b>				
Age Group	Under 12	Between 12 to 59	60 and above in the calendar year in which the dosage is administered	70 and above for the first dose (up to <del>28.2.2023</del> 31.3.2023) in the calendar year in which the dosage is administered
Per Dose HK\$ (SinoVac Vaccine)	180	100	180	300
Per Dose HK\$ (BioNTech Vaccine or Comirnaty Bivalent Vaccine)	N.A.	160	240	300

7. With retrospective effect from 22 March 2023, the term “Vaccine” shall no longer just cover COVID-19 Vaccine but also the SI Vaccine as shown in the following revised definition of “Vaccine”:

“*Vaccines*” (in upper or lower case) means (a) the COVID-19 Vaccine; or (b) Seasonal Influenza Vaccine (hereinafter “SI Vaccine”).

8. With retrospective effect from 22 March 2023, there shall be added definitions of Terms in Clause 1.1 of the Schedule to the Supplemental Agreement as follows:

“*Vaccination*” means (a) the administration of one dosage of the COVID-19 Vaccine; (alternatively known as “COVID-19 Vaccination”); or (b) the administration of both COVID-19 Vaccine and seasonal influenza vaccine at the same time (alternatively known as “Co-Vaccination”).

“*Vaccination recipient*” means any person falling within the description of any one type of eligible persons as announced by the Government from time to time for the purpose of COVID-19 Vaccination Programme (including the Co-Vaccination initiative).

“*Vaccination Services*” or “*Services*” means all services to be performed by the VBS Participating Clinics as stated in this Agreement including the Co-Vaccination.

9. With retrospective effect from 22 March 2023, there shall be added new Clauses 25.1 and 25.2 as follows:

25.1 Starting from **22 March 2023**, the VBS Participating Clinics shall at the VBS Participating Clinic(s) only provide co-administration of the Co-Vaccination to (a) eligible persons aged under 18 years, (b) eligible persons who have reached or will reach the age of 50 years or above in the calendar year when the Co-Vaccination is administered and/or (c) any other person falling within the description of any one type of eligible persons from time to time announced by the Government for the Co-Vaccination at the VBS Participating Clinics. The aforesaid eligible persons are to be known as Co-V Eligible Persons. The Co-Vaccination shall be performed if the Co-V Eligible Persons choose to receive Co-Vaccination ~~when making the booking via the VBS~~ on-site, subject to the availability of the stock of SI Vaccines at the VBS Participating Clinics. The SI Vaccines shall be procured and provided by the Government at each VBS Participating Clinics. For the avoidance of doubt, SI Vaccination shall be administered together with COVID-19 Vaccination simultaneously to the aforesaid Co-V Eligible Persons at the VBS Participating Clinics only. Administration of SI Vaccination solely at the VBS Participating Clinics is **not** allowed except under the circumstances that the Vaccination recipient is found unsuitable for COVID-19 Vaccination but is found suitable to receive SI Vaccination during the assessment by the assigned doctor of the VBS Participating Clinics.

25.2 The relevant guidance for the operation of the Co-Vaccination at VBS Participating Clinics shall be stipulated in Doctors' Guide for the Coronavirus Disease 2019 (COVID-19) Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic COVID-19 Vaccination Station (PCVS) – Sinovac and Doctors' Guide for the Coronavirus Disease 2019 (COVID-19) Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic COVID-19 Vaccination Station (PCVS) – BioNTech or other stipulation in writing which

shall be updated from time to time and shall form part of the Agreement.

10. This announcement is issued pursuant to Clause 73 of the Principal Agreement (which provision is also deemed incorporated into the Supplemental Agreement under Clause 16) and shall form part of the Supplemental Agreement with effect from the date of this announcement.
11. In accordance with Clause 74 of the Principal Agreement and the same shall be deemed incorporated into the Supplemental Agreement under Clause 16, the EHCP and his Associated Organization shall be deemed to have accepted the variation of the Supplemental Agreement as specified in this Government Variation Notice issued under Clause 73 unless the EHCP and his Associated Organization has, within fourteen days after the issue date of this Government Variation Notice, issued a notice of termination under Clause 5 of the Supplemental Agreement.
12. Save for the changes made in this announcement and those Government Variation Notices as further mentioned below, all other provisions of the Supplemental Agreement shall remain unchanged.
13. Attached please find the Agreement and the relevant Government Variation Notices issued previously for your reference.
14. If you have any questions, please contact 2125 2299 or 3975 4806.

Yours faithfully,

(Eddie CHOI)  
for Controller,  
Centre for Health Protection

To: Enrolled Health Care Provider (EHCP) and his Associated Organization enrolled to the COVID-19 Vaccination Programme at Clinics

To: Invitees who are not already so enrolled

## ANNEX H

### **Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – BioNTech Scheme (“Principal Agreement”)**

### **The Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine (“Full VBS Scheme” and “Supplemental Agreement”)**

### **Supplemental Terms and Conditions of COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering Paediatric and Toddler Formulation of the BioNTech Vaccines (“Paediatric/Toddler Scheme”)**

### **Government Variation Notice No. 8 to the second captioned Supplemental Agreement for the introduction of the third captioned Paediatric/Toddler Scheme**

1. I refer to the first captioned Terms and Conditions of the COVID-19 Vaccination Programme at Clinics (BioNTech Scheme) (“Principal Agreement”) and the second captioned Supplemental Terms and Conditions of COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering BioNTech and Sinovac vaccine” (“Supplemental Agreement”) to which you may or may not have enrolled. The latter Scheme is now alternatively known as “Full VBS Scheme”.
2. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement and the Supplemental Agreement. I hereby issue this Government Variation

Notice (GVN) No. 8 for the amendment of the Supplemental Agreement as attached.

3. With effect from 2 June 2023, by Part (A) of the attached GVN No. 8, a separate standalone section (**New Section**) shall be added to the Supplemental Agreement which shall only apply to the EHCP and his Associated Organization who will have enrolled to the third captioned COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering Paediatric and Toddler Formulation of BioNTech Vaccine (“Paediatric/Toddler Scheme”). For the avoidance of doubt, the Terms and Conditions as set out in the aforesaid New **Section** shall **not** be applicable to the EHCP and his Associated Organization enrolled to the basic BioNTech Scheme and/or the Full VBS Scheme but which will not elect to enrol to the Paediatric/ Toddler Scheme.
4. Part (B) of the attached GVN No. 8 sets out the consequential changes to the Supplemental Agreement arising from this addition of the New Section.
5. All changes stated in the attached GVN No. 8 shall come into effect on 18 May 2023 and application for joining the Paediatric/Toddler Scheme through the use of the Written Enrollment (Paediatric/Toddler Scheme) (as separately attached) shall commence on the same date.
6. Should you wish to join the Paediatric/Toddler Scheme and regardless of whether or not you are already enrolled to the basic BioNTech Scheme and/or the Full VBS Scheme, please complete and submit the Written Enrollment (Paediatric/Toddler Scheme) as attached on or before 5 pm, 22 May 2023 (Monday) to the following email address: invitation\_cvc@dh.gov.hk. Should you also wish to join the Full VBS Scheme, please complete and submit the Written Enrolment (VBS) to be provided upon request.

(For those who have enrolled to the basic BioNTech Scheme and/or Full VBS Scheme please note the following)

7. This announcement is issued pursuant to Clause 73 of the Principal Agreement (which provision is also deemed incorporated into the

Supplemental Agreement under Clause 16) and shall form part of the Principal Agreement and the Supplemental Agreement with effect from the date of this announcement.

8. In accordance with Clause 74 of the Principal Agreement and the same shall be deemed incorporated into the Supplemental Agreement under Clause 16, the EHCP and his Associated Organization shall be deemed to have accepted the variation of the Supplemental Agreement as specified in this Government Variation Notice issued under Clause 73 unless the EHCP and his Associated Organization has, within fourteen days after the issue date of this Government Variation Notice, issued a notice of termination under Clause 5 of the Supplemental Agreement. Nevertheless, as mentioned above, if the EHCP and his Associated Organization opt not to join the Paediatric/Toddler Scheme, the New Section will not apply to them.
9. Save for the changes made in this announcement and those Government Variation Notices as further mentioned below, all other provisions of the Principal Agreement and the Supplemental Agreement shall remain unchanged.
10. Attached please find the Agreement and the relevant Government Variation Notices issued previously for your reference.
11. If you have any questions, please contact 2125 2299 or 3975 4806.

Yours faithfully,

(Eddie CHOI)  
for Controller,  
Centre for Health Protection



**Government Variation Notice No. 8 of the Supplemental Terms and  
Conditions of the COVID-19 Vaccination Programme at Clinics –  
BioNTech Scheme –  
Listing on the Vaccination Booking System of the Government for  
administering BioNTech and Sinovac vaccine (“Full VBS Scheme” and the  
aforesaid Supplemental Terms and Conditions are known as  
“Supplemental Agreement”)**

**Terms and Conditions for VBS Participating Clinics administering  
Paediatric and Toddler Formulation of BioNTech Vaccines  
 (“Paediatric/Toddler Scheme”)**

The Terms and Conditions as set out in this New Section to be added to the Supplemental Agreement for the Full VBS Scheme (see title) shall apply to the EHCP and his Associated Organization who have experience in providing vaccination services of Paediatric and Toddler Formulation of BioNTech Vaccine and have successfully enrolled to this BioNTech Paediatric and Toddler Scheme (viz., the Paediatric/Toddler Scheme (see title)) (invitation to enrollment commencing 18 May 2023). The EHCP and his Associated Organization who have successfully enrolled to this Paediatric/Toddler Scheme shall comply with this New Section:

- (A) The following “New Section” shall be added at the end of Supplemental Agreement before the Schedule to form part of the Supplemental Agreement:

“New Section - Supplemental Terms and Conditions of COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering Paediatric and Toddler Formulation of the BioNTech Vaccine (“Paediatric/Toddler Scheme”)”

1. The following Clauses of the Supplemental Agreement shall apply to the Paediatric/Toddler Scheme just as they apply to the Full VBS Scheme without any amendment on the basis that the New Section forms part of the Supplemental Agreement and references therein to “Supplemental Agreement shall include the New Section:

- (i) Clauses 3, 4, 5, 6, 8 (as amended by Government Variation Notice “GVN” No. 7), 9, 13, 16, 20 (as amended by GVN No. 6), 21 (as amended by GVN No. 6), all of which are standard terms and provisions, and Clauses 22-23 , and Clauses 24.4-24.6 (all as added by GVN No. 3 and about outreach visit to be performed).
  
2. The following Clauses of the Supplemental Agreement shall **not** apply to this New Section and the Paediatric/Toddler Scheme as they shall only apply to the Full VBS Scheme:
  - (i) Clauses 3A.1-3A.7 (as added by GVN No. 3 and about indemnity for Off-Label Vaccination) , Clauses 11 and 12 (as amended by GVN No. 6 about Home Vaccination Services), Clause 14.1-14.6 (14.1 as amended by GVN No.5, 14.2 as amended by GVN No. 7, 14.3 as amended by GVN No. 6, 14.4 as amended by GVN No. 2 and 14.6 as added by GVN No.7 about payment of the Subsidy under the Full VBS Scheme, Home Vaccination Services and the one-off Start-up Allowance), Clauses 17, 18 and 19 (about personal data obtained in Home Vaccination Services).
  - (ii) For an EHCP and his Associated Organization applying to join this Paediatric/Toddler Scheme and the Full VBS Scheme at the same time or the latter scheme sometime later after the enrolment to the Paediatric/Toddler Scheme, no one-off Start-up Allowance as mentioned in Clause 14.5 of the Supplemental Agreement shall be payable.
  
3. The following Clauses of the Supplemental Agreement shall not apply to this New Section and the Paediatric/Toddler Scheme as they will be replaced by an independent set of provisions applicable to the Paediatric/Toddler Scheme as set out in Clause 4 (which are modified version of these Clauses but the modification will not be shown in revision mode). Besides, all these following provisions shall remain applicable to the Full VBS Scheme:

Clauses 1, 2, 7 (as amended by GVN No. 7), 10 (as amended by GVN No. 7), 14 (as amended by GVN No.7), 15, 20A (as amended

by GVN No. 6), 24.1 (as amended by GVN No. 6), 24.2 (as amended by GVN No.7), 24.3 (as amended by GVN No. 5), 25.1 and 25.2 (both as added by GVN No. 7) to be replaced by the following Clauses 4.1 to 4.12 in the same order for the Paediatric/Toddler Scheme.

4. As mentioned in Clause 3 above, the following is the separate set of provisions in the New Section applicable to the Paediatric/Toddler Scheme only:
  - 4.1 In consideration of the business opportunity arising from having the Clinic(s) as specified in the Written Enrolment (VBS) being listed on the Government Vaccination Booking System ("VBS Participating Clinic(s)"), the EHCP and his Associated Organization jointly and severally undertake and agree to observe all provisions set out in this New Section of the Supplemental Agreement of which provisions shall come into effect, unless otherwise specified, as soon as the PMVD has confirmed acceptance of the Written Enrolment (Paediatric/Toddler Scheme) ("Effective Date") and shall continue as long as this New Section of the Supplemental Agreement continues to subsist (following from any extension).
  - 4.2 The name of the EHCP, the name(s) and address(es) of the VBS Participating Clinic(s) and the telephone number in Chinese and English as provided in the Written Enrolment (Paediatric/Toddler Scheme) shall be listed on the Vaccination Booking System of the Government (<https://booking.covidvaccine.gov.hk>) for booking of the COVID-19 vaccination (Paediatric and Toddler Formulation of BioNTech Vaccine) by the parent or guardian of toddlers (6 months to four years old for the Toddler Formulation) and 5 to 11 years old (for the Paediatric Formulation).
  - 4.3 Each VBS Participating Clinic of the EHCP and his Associated Organization in order to continue to enjoy its listing on the VBS for the Paediatric/Toddler Scheme shall be open for at least five days per week to provide vaccination of Toddler and Paediatric Formulation of BioNTech vaccines at a capacity level as requested and / or approved by the Government in writing upon approval of the Written Enrollment (Paediatric/Toddler), within the permissible range of operating hours

from 8:00am to 8:00pm. On top of the approved daily quota, the EHCP and his Associated Organization shall also be prepared to provide walk-in COVID-19 vaccination service to the Eligible Minors as far as practicable.

- 4.4 The EHCP and his Associated Organization shall assign a Registered Medical Practitioner for each VBS Participating Clinic for the Paediatric/Toddler Scheme whom may be the same Registered Medical Practitioner for the Full VBS Scheme (if the EHCP and his Associated Organization are also enrolled to the Full VBS Scheme). Off-site Registered Medical Practitioner may be allowed provided that he or she is working in the same building where the VBS Participating Clinic is located and can immediately attend to cases where required. Subject to the foregoing, all Vaccinations to be provided at the VBS Participating Clinic(s) under the Paediatric/Toddler Scheme shall be performed in accordance with all requirements set out in the Principal Agreement (which are deemed incorporated herein) as well as this New Section of the Supplemental Agreement and be subject to the same rights and powers of the Government including the Director of Health. Unless otherwise expressly stated in this New Section of the Supplemental Agreement, there shall be no difference between a Vaccination to be provided at a VBS Participating Clinic under the Paediatric/Toddler Scheme, and another clinic registered by the EHCP and his Associated Organization with the BioNTech Scheme but not this Paediatric/Toddler Scheme. The EHCP and his Associated Organization shall continue to comply with and observe all of the aforesaid requirements in the provision of the Vaccinations.
- 4.5 Payment of the Subsidy shall be made by the Government, on a monthly basis, within 30 days after the end of each month or the remaining period of the Vaccination Period (as from time to time extended) starting from the first operating day by crediting the Nominated Account for each valid Vaccination excluding any late claim which the Government has a right to reject payment. The Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be \$160 per dose regardless of the types of COVID-19 vaccines and the age of the vaccination recipients. In addition, the subsidy per dose of Seasonal Influenza Vaccine given to Eligible Person as part of Co-Vaccination shall be \$105 per dose.

- 4.6 All provisions set out in Clauses 44 to 49 of the Principal Agreement shall be applicable in relation to the subsidy as mentioned in Clause 4.5 of this New Section. The subsidy specified in Clause 43.3 of the Principal Agreement shall not apply to the operation of a VBS Participating Clinic for the Paediatric/Toddler Scheme.
- 4.7 After having checked and satisfied with the eligibility requirement as mentioned above, the EHCP shall, or will ensure that his Healthcare Personnel will, explain relevant information, contraindications, precautions and the risks related to the Vaccination in accordance with the Doctors' Guide for the Coronavirus Disease 2019 (COVID-19) Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic COVID-19 Vaccination Station (PCVS) – BioNTech and answer any enquiries from the parent or guardian of the Vaccination recipients related to the Vaccination. The explanation includes those as required in Section 8(1)(a) of Cap. 599K, viz., the Vaccine is authorized under Cap. 599K instead of registered.
- 4.8 Under any outreach visit to be arranged pursuant to Appendix L(i), the EHCP and his Associated Organization may only use Inactivated Virus Vaccine (Sinovac Biotech (Hong Kong) Limited) (alternatively known as “SinoVac vaccine”) in the outreach visit but not any BioNTech Vaccines. However, for an outreach visit to be arranged under the Paediatric/Toddler Scheme pursuant to this New Section of the Supplemental Agreement by the EHCP and his Associated Organization, it may provide Paediatric Formulation of the BioNTech Vaccine and Toddler Formulation of the BioNTech Vaccine during an outreach visit to Eligible Minors. Notwithstanding, VBS Participating Clinic(s) may not administer whether at the VBS Participating Clinic(s) or at an outreach visit the Toddler or Paediatric Formulation of BioNTech Vaccine of such number of repeated dosage to a toddler or children under 12 which is not recommended based on the latest recommended dosage poster published by the Government.
- 4.9 The subsidy per dosage for BioNTech vaccine for an outreach visit shall be the same as the subsidy as set out in Clause 4.5 of this New Section and shall only apply under this new Section of this Supplemental Agreement.

4.10 The one-off outreach vaccination allowance as set out in AppendixL(i) shall also be payable at the same rate for an outreach visit to be performed under this Supplemental Agreement based on the number of doses performed subject to a minimum of 10 doses per outreach visit with the dosage using Paediatric BioNTech Vaccines and Toddler BioNTech Vaccines under this Paediatric/Toddler Scheme, and SinoVac vaccines, BioNTech vaccines and Comirnaty Bivalent vaccines under the Full VBS Scheme (if the EHCP and his Associated Organization are also enrolled to the Full VBS Scheme) to be counted together to determine the allowance level but there should be no double counting and no double allowance to be claimed under Clause 24.3 of the Supplemental Agreement for the Full VBS Scheme if the allowance is already being claimed hereunder. The one-off outreach vaccination allowance is recapped below:

(ii) One-off outreach allowance (6 tiers)	
• 10 to 29 doses	HK\$1,200
• 30 to 49 doses	HK\$2,120
• 50 to 79 doses	HK\$3,543
• 80 to 99 doses	HK\$5,654
• 100 to 149 doses	HK\$7,067
• more than 150 doses	HK\$10,600

4.11 The VBS Participating Clinics shall at the VBS Participating Clinic(s) provide co-administration of the Seasonal Influenza Vaccine the Eligible Minors receiving the COVID-19 Vaccinations at the same time (viz., Co-Vaccination). The aforesaid eligible persons are to be known as Co-V Eligible Persons. The Co-Vaccination shall be performed if the Co-V Eligible Persons choose to receive Co-Vaccination on-site, subject to the availability of the stock of SI Vaccines at the VBS Participating Clinics. The SI Vaccines shall be procured and provided by the Government at each VBS Participating Clinics. For the avoidance of doubt, SI Vaccination shall be administered together with COVID-19 Vaccination simultaneously to the aforesaid Co-V Eligible Persons at the VBS Participating Clinics only. Administration of SI Vaccination solely at the VBS Participating Clinics is **not** allowed except under the circumstances that the Vaccination recipient is found unsuitable for COVID-19 Vaccination but is found suitable to receive SI Vaccination

during the assessment by the assigned doctor of the VBS Participating Clinics.

4.12 The relevant guidance for the operation of the Co-Vaccination at VBS Participating Clinics shall be stipulated in Doctors' Guide for the Coronavirus Disease 2019 (COVID-19) Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic COVID-19 Vaccination Station (PCVS) – BioNTech or other stipulation in writing which shall be updated from time to time and shall form part of the Agreement.

## 5. Schedule to the Supplemental Agreement

5.1 All definitions in the Schedule to the Supplemental Agreement shall be applicable to the New Section except for the following definitions which shall be replaced by the definitions set out in Clause 5.2 below:

The definition “Vaccination Period” in Schedule to the Principal Agreement (as amended by GVN No. 2), and the definitions “COVID-19 Vaccines” or “Vaccines” (as amended by GVN No.6), “Eligible Minors” (as added by GVN No.3), “Subsidy” and “Written Enrolment (VBS)” in the Schedule to the Supplemental Agreement, shall NOT apply to the Paediatric/Toddler Scheme but to the Full VBS Scheme only.

5.2 The following definitions shall apply to the Paediatric/Toddler Scheme only which shall be deemed incorporated into the Schedule to the Supplemental Agreement based on this understanding that the original definitions as appearing in the Schedule shall continue to apply to the Full VBS Scheme without amendment:

5.2.1 “**COVID-19 Vaccines**” or “**Vaccines**” (in upper or lower case) means the Nucleic Acid Vaccine (paediatric formulation) (alternatively known as “Paediatric Formulation of the BioNTech Vaccine”), the Nucleic Acid Vaccine (toddler formulation) (alternatively known as “Toddler Formulation of the BioNTech Vaccine”).

5.2.2 “**Eligible Minors**” means depending on the type of vaccination as further specified below, a person falling within the age range of that particular type of vaccination at the time of the first dose:

For **Paediatric Formulation of the BioNTech Vaccine**, the age range shall be from 5 to 11 years; and

For **Toddler Formulation of the BioNTech Vaccine**, the age range shall be from 6 months to 4 years.

5.2.3 “**Subsidy**” means the Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be as stated in Clause 4.5 of this New Section of the Supplemental Agreement.

5.2.4 “**Written Enrolment (Paediatric/Toddler Scheme)**” means the specific written enrolment form to be submitted by the EHCP and his Associated Organization for joining the Paediatric/Toddler Scheme.

(End of the New Section and Part (A) of this GVN No. 8)

(B) Due to the addition of the New Section to the Supplemental Agreement, the following consequential changes shall be made to the following definitions set out in the Schedule to the Supplemental Agreement:

1. The original definitions “Supplemental Agreement” and “VBS Participating Clinic” shall be deleted and replaced by the following:

“**Supplemental Agreement**” means the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – BioNTech Scheme –Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine but shall include all provisions added by GVN No. 8 for the Paediatric/Toddler Scheme (as from time to time amended).

“**VBS Participating Clinic(s)**” means one or more clinic(s) or private hospital as specified in the Written Enrolment (VBS) (for the Full VBS Scheme), or as specified in the Written Enrolment (Paediatric/Toddler Scheme) (for the Paediatric/Toddler Scheme), which shall be listed on the VBS subject to such changes as DH may approve in writing upon any application by the EHCP and his Associated Organization, or such changes as the DH may direct, by not less than fourteen (14) days’ notice (which



changes shall also be deemed as effected pursuant to Clause 73 of the Principal Agreement which is deemed incorporated into this Supplemental Agreement).

2. The definition “Vaccination Period” as appearing in the Schedule to the Principal Agreement shall no longer be deemed incorporated in the Supplemental Agreement and the term shall now have the following meaning:

“***Vaccination Period***” means the period commencing from the date the EHCP and his Associated Organization are notified that the application to joining the Full VBS Scheme or the Paediatric/Toddler Scheme (as the case may be) is successful and shall continue unless terminated by the Government under any applicable provision for both or either Scheme(s).

3. The following new definitions shall be inserted into the Schedule to the Supplemental Agreement:

“***Full VBS Scheme***” means the BioNTech Scheme –Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine on the terms set out in the Supplemental Agreement (excluding Clause 4 of the New Section).

“***New Section***” means the part of the Supplemental Agreement known as such and added by Part A of GVN No. 8 to the Supplemental Agreement.

“***Paediatric/Toddler Scheme***” means the scheme for VBS Participating Clinics administering Paediatric and Toddler Formulation of BioNTech Vaccines on the terms set out in the New Section to the Supplemental Agreement.

4. A new paragraph 1.3 shall be added after paragraph 1.2 in the Schedule to the Supplemental Agreement as follows:

1.3 An EHCP and his Associated Organization enrolled to the Full VBS shall comply with all terms and conditions set out in the Supplemental Agreement excluding the New Section. An EHCP and his Associated Organization enrolled to the Paediatric/Toddler Scheme shall comply with all terms and conditions set out in the New Section and those provisions in the Supplemental Agreement

other than the New Section which are stated to be applicable to such Scheme. An EHCP and his Associated Organization which have enrolled to both Schemes shall comply with those provisions as applicable to each such Scheme as aforesaid when providing Vaccinations under each such Scheme.

Centre for Health Protection

18 May 2023

Urgent  Return Receipt Requested  Sign  Encrypt  Mark Subject Restrictive  Expand personal&public groups



**COVID-19 Vaccination Programme at Clinics - BioNTech Scheme - Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine**

14/12/2023 16:07

From: COVID19 VSS/DH/HKSARG  
To: COVID19 VSS/DH/HKSARG@DH

To : Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme - Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine

Please find attached Government Variation Notice No. 9 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine below for your information.



GVN6\_BioNTechScheme\_GVN9\_FullVBSScheme.pdf

2. Attached please find the Agreement and the relevant Government Variation Notices issued previously for your references.

Supplemental Agreement:

[https://www.chp.gov.hk/files/pdf/agreement\\_covid19\\_bnt\\_pilot\\_pcvs.pdf](https://www.chp.gov.hk/files/pdf/agreement_covid19_bnt_pilot_pcvs.pdf)

Principal Agreement:

[https://www.chp.gov.hk/files/pdf/agreement\\_covid19\\_bnt\\_pilot.pdf](https://www.chp.gov.hk/files/pdf/agreement_covid19_bnt_pilot.pdf)

Grateful if you could help to disseminate the message to relevant parties.

Thank you for your attention and continuous support to COVID-19 Vaccination Programme.

Best regards,  
Programme Management and Vaccination Division  
Emergency Response and Programme Management Branch  
Centre for Health Protection  
Department of Health

To: Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics – BioNTech Scheme

To : Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - BioNTech Scheme - Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine

## **ANNEX I**

### **Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – BioNTech Scheme (“Scheme at Clinic” and “Principal Agreement”)**

### **The Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – BioNTech Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine (“Full VBS Scheme” and “Supplemental Agreement”)**

### **Government Variation Notice No. 6 to the Principal Agreement for the Scheme at Clinic**

### **Government Variation Notice No. 9 to the Supplemental Agreement for the Full VBS Scheme**

1. I refer to (a) the first captioned Principal Agreement in relation to the Scheme at Clinic to which you have enrolled; and (b) the second captioned Supplemental Agreement in relation to the Full VBS Scheme to which you may have enrolled. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement and the Supplemental Agreement. I hereby issue this Government Variation Notice (GVN) No. 6 to the Principal Agreement for the Scheme at Clinic and No. 9 to the Supplemental Agreement for the Full VBS Scheme for the respective amendments of the Principal and Supplemental Agreements as set out

below. The amendments include the change of programme names, the cessation of Home Vaccination Services and the introduction of new vaccines known as (1) “ Comirnaty Omicron XBB.1.5 Vaccine” and (2) “Spikevax XBB.1.5 Vaccine” tentatively in December 2023. The new vaccines will not be available to those who have only enrolled to the Scheme at Clinic under the Principal Agreement but not to the scheme mentioned in (b) above.

### **Amendments relevant to the Principal Agreement**

2. The programme name and the definitions of “COVID-19 Vaccination Programme at Clinics under VSS – BioNTech Scheme” (in abbreviated term: “VSS – BioNTech Scheme”) and the Doctors’ Guide for the COVID-19 Vaccination Programme at Clinics under VSS – BioNTech Pilot Scheme and its abbreviation “Doctors’ Guide – BioNTech” in the Principal Agreement shall be replaced by the following throughout the Principal Agreement whenever they appear:

“COVID-19 Vaccination Programme at Clinics under VSS – [BioNTech mRNA Vaccine Scheme](#)” (in abbreviated term: “VSS – [BioNTech mRNA Vaccine Scheme](#)”)

“Doctors’ Guide for the COVID-19 Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) [and Private Clinic COVID-19 Vaccination Station \(PCVS\) – BioNTech mRNA Vaccine](#)” (in abbreviated term: “ Doctors’ Guide – [BioNTech mRNA Vaccine](#)”)

### **Amendments relevant to those who have enrolled to the Full VBS Scheme**

3. The programme name and the definition “COVID-19 Vaccination Programme at Clinics - BioNTech Scheme – Listing on the Vaccination Booking System of the Government for administering BioNTech and Sinovac vaccine” and the two Doctors’ Guides mentioned in Clause 20 of the Supplemental Agreement shall be replaced by the following throughout the Supplemental Agreement whenever they appear:

“COVID-19 Vaccination Programme at Clinics - ~~BioNTech mRNA Vaccine~~ Scheme – Listing on the Vaccination Booking System of the Government for administering ~~BioNTech mRNA vaccine~~ and ~~Sinovae Inactivated~~ vaccine” (in abbreviated term: “Full VBS Scheme”)

“Doctors’ Guide for the ~~Coronavirus Disease 2019~~ (COVID-19) Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic COVID-19 Vaccination Station (PCVS) – ~~Sinovae Inactivated Vaccine~~” (in abbreviated term: “Doctors’ Guide – Inactivated Vaccine”)

“Doctors’ Guide for the ~~Coronavirus Disease 2019~~ (COVID-19) Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic COVID-19 Vaccination Station (PCVS) – ~~BioNTech mRNA vaccine~~” (in abbreviated term: “Doctors’ Guide – mRNA Vaccine”)

4. With effect from 14 December 2023, Clause 7 of the Supplemental Agreement (as amended by GVN No. 7) shall be amended as follows:
  7. Each VBS Participating Clinic of the EHCP and his Associated Organization in order to continue to enjoy its listing on the VBS shall be open for at least five days per week with a capacity of providing at least a total of 210 doses per day for five days (“full operating days”) within each calendar week comprising BioNTech vaccine, Comirnaty Bivalent vaccine, Comirnaty Omicron XBB.1.5 vaccine, Spikevax XBB.1.5 vaccine (subject to vaccine availability and the allocation by the Government) and Sinovac vaccine ~~per day for five days (“full operating days”) within each calendar week~~, or any level of capacity as requested and / or approved by the Government in writing, within the permissible range of operating hours from 8:00am to 8:00pm per full operating day.
5. With effect from 14 December 2023, Clauses 11, 12, 14.3 and 14.4 of the Supplemental Agreement shall be deleted because there will be no more Home Vaccination Services and all references to Home Vaccination

Services in other provisions of the Supplemental Agreement (including Clauses 10 and 14 of the Supplemental Agreement) shall no longer be applicable and be deleted.

6. With effect from 14 December 2023, Clause 14.1 of the Supplemental Agreement (as amended by GVN No. 5) shall be amended as follows:

14.1 HK\$160 per dose of BioNTech vaccine or per dose of Comirnaty Bivalent vaccine or per dose of [Comirnaty Omicron XBB.1.5 or per dose of Spikevax XBB.1.5 vaccine](#) and HK\$100 per dose of Sinovac vaccine if the Eligible Person still has not reached or will not reach the age of 60 years in the calendar year when the Vaccination is administered, except that the Subsidy per dose for Sinovac vaccine if the Eligible Person is aged from 6 months to under 12 years at the time of Vaccination shall be HK\$180;

7. With effect from 14 December 2023, Clause 14.2 of the Supplemental Agreement (as amended by GVN No. 7) shall be amended as follows:

14.2 HK\$240 per dose of BioNTech vaccine or per dose of Comirnaty Bivalent vaccine or per dose of [Comirnaty Omicron XBB.1.5 or per dose of Spikevax XBB.1.5 vaccine](#) and HK\$180 per dose of Sinovac vaccine if the Eligible Person has reached or will reach the age of 60 years or above in the calendar year when the Vaccination is administered (“Elderly”).

8. With effect from 14 December 2023, Clause 24.1 of the Supplemental Agreement (as amended by GVN No. 6) shall be amended as follows:

24.1 Under any outreach visit to be arranged pursuant to Appendix L(i), the EHCP and his Associated Organization may only use ~~Inactivated Virus Vaccine (Sinovac Biotech (Hong Kong) Limited) (alternatively known as “SinoVac vaccine”)~~ in the outreach visit, but not ~~the Nucleic Acid Vaccine (Fosun Pharma~~



~~/BioNTech) (alternatively known as “BioNTech vaccine”), the Comirnaty Original/Omicron BA.4-5 Bivalent Vaccine (Fosun Pharma / BioNTech) (alternatively known as “Comirnaty Bivalent vaccine”) (intended for Vaccination recipients eligible for the 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> dose (or the 2<sup>nd</sup> or 3<sup>rd</sup> or 4<sup>th</sup> dose for persons with prior COVID-19 infection) based on the information available in eHealth System (Subsidies) and as a replacement for the aforesaid dose following the current vaccination schedule), Comirnaty Omicron XBB.1.5 vaccine and Spikevax XBB.1.5 vaccine. However, for an outreach visit to be arranged under this Supplemental Agreement by the ECHP and his Associated Organization which are a VBS Participating Clinic(s), it may provide SinoVac vaccine, BioNTech vaccine, Comirnaty Bivalent vaccine, Comirnaty Omicron XBB.1.5 vaccine and Spikevax XBB.1.5 vaccine or any one of them in an outreach visit. Notwithstanding, VBS Participating Clinic(s) may not, unless it has enrolled to the Paediatric/Toddler Scheme and that such vaccination is provided pursuant to such Scheme, administer whether at the clinic or at an outreach visit (a) BioNTech Vaccine to a minor who is below 12; and (b) Comirnaty Bivalent vaccine to a minor who is below 12 ~~any person other than a person eligible for the 3<sup>rd</sup>, 4<sup>th</sup> or 5<sup>th</sup> dose (or the 2<sup>nd</sup> or 3<sup>rd</sup> or 4<sup>th</sup> dose for persons with prior COVID-19 infection) based on the information available in eHealth System (Subsidies) and as a replacement of the aforesaid dose following the current vaccination schedule.~~~~

9. With effect from 14 December 2023, Clause 24.2 of the Supplemental Agreement (as amended by GVN No. 7) shall be amended as follows:

24.2 The subsidy payable for vaccination using SinoVac vaccine in an outreach visit under this Supplemental Agreement shall be the same as an outreach visit under Appendix L(i). The subsidy per dosage for BioNTech vaccine, ~~and~~ Comirnaty Bivalent vaccine Comirnaty Omicron XBB.1.5 vaccine and Spikevax XBB.1.5 vaccine shall only apply under this Supplemental Agreement. These subsidies are set out below as follows:

<b>(i) Per dose subsidy</b>				
Age Group	Under 12	Between 12 to 59	60 and above in the calendar year in which the dosage is administered	<del>70 and above for the first dose (up to 31.3.2023) in the calendar year in which the dosage is administered</del>
Per Dose HK\$ (SinoVac Vaccine)	180	100	180	<del>300</del>
Per Dose HK\$ (BioNTech Vaccine or Comirnaty Bivalent Vaccine <u>or Comirnaty Omicron XBB.1.5 Vaccine</u> or <u>Spikevax XBB.1.5 Vaccine</u> )	N.A.	160	240	<del>300</del>

10. With effect from 14 December 2023, the definition of “**COVID-19 Vaccines**”, “**Supplemental Agreement**”, “**Full VBS Scheme**”, “**Outreach venue**”, and “**Subsidy**” in Clause 1.1 of the Schedule to the Supplemental Agreement shall be amended by the following:

“**COVID-19 Vaccines**” (in upper or lower case) means the Nucleic Acid Vaccine (Fosun Pharma / BioNTech) (alternatively known as “BioNTech vaccine”) or Inactivated Virus Vaccine (Sinovac Biotech (Hong Kong) Limited) (alternatively known as “SinoVac vaccine”) or the Comirnaty Original/Omicron BA.4-5 Bivalent Vaccine (Fosun Pharma / BioNTech) (alternatively known as “Comirnaty Bivalent vaccine”) or Comirnaty Omicron XBB.1.5 Dispersion for Injection COVID-19 mRNA Vaccine (Nucleoside Modified) 30 mg/dose (Fosun Pharma / BioNTech) (alternatively known as “Comirnaty Omicron XBB.1.5 vaccine”) or Spikevax XBB.1.5 0.1mg/mL Dispersion for Injection COVID-19 mRNA Vaccine (Nucleoside Modified) (Moderna HK Ltd.) (alternatively known as “Spikevax XBB.1.5 vaccine”) or such brand of

COVID-19 Vaccines to be announced by the Government from time to time for the purpose of COVID-19 Vaccination Programme.

**“Supplemental Agreement”** means the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – ~~BioNTech mRNA Vaccine~~ Scheme – Listing on the Vaccination Booking System of the Government for administering ~~BioNTech mRNA vaccine~~ and ~~Sinovae Inactivated~~ vaccine but shall include all provisions added by GVN No. 8 for the Paediatric/Toddler Scheme (as from time to time amended).

**“Full VBS Scheme”** means the ~~BioNTech mRNA Vaccine~~ Scheme – Listing on the Vaccination Booking System of the Government for administering ~~BioNTech mRNA vaccine~~ and ~~Sinovae Inactivated~~ vaccine on the terms set out in the Supplemental Agreement (excluding Clause 4 of the New Section).

**“outreach venue”** means either a venue to be specified by the Government in Clause 22 or a venue to be proposed by the VBS Participating Clinic(s) in the Notification Form under Clause 23 which must not be (a) ~~a venue covered by the Home Vaccination Services;~~ (b) an RCH (as defined in Appendix L(i)); (eb) the Clinics of the EHCP or his Associated Organization whether or not they are the VBS Participating Clinic(s); and (ec) schools which can be covered under Appendix L(ii) (Terms and Conditions of the COVID-19 Vaccination Programme – VSS School Outreach (Supplementary to Terms and Conditions of the COVID-19 Vaccination Programme at Clinics)).

**“Subsidy”** means the Subsidy per dose of COVID-19 Vaccine given to Eligible Person shall be as stated in Clause 14.1, or 14.2, ~~14.3 or 14.4~~ whichever is applicable.

11. This announcement is issued pursuant to Clause 73 of the Principal Agreement (which provision is also deemed incorporated into the Supplemental Agreement under Clause 16) and shall form part of the Principal Agreement and the Supplemental Agreement with effect from the date of this announcement.

12. In accordance with Clause 74 of the Principal Agreement and the same shall be deemed incorporated into the Supplemental Agreement under Clause 16, the EHCP and his Associated Organization shall be deemed to have accepted the variation of the Principal Agreement and where applicable the Supplemental Agreement as specified in this Government Variation Notice issued under Clause 73 unless the EHCP and his Associated Organization has, within fourteen days after the issue date of this Government Variation Notice, issued a notice of termination under Clause 8 of the Principal Agreement (or Clause 5 of the Supplemental Agreement).
  
13. Save for the changes made in this announcement and those Government Variation Notices as further mentioned below, all other provisions of the Principal Agreement and the Supplemental Agreement shall remain unchanged.
  
14. Attached please find the Principal and Supplemental Agreements and the relevant Government Variation Notices issued previously for your reference.
  
15. If you have any questions, please contact 2125 2299 or 3975 4806.

Yours faithfully,

(Eddie CHOI)  
for Controller,  
Centre for Health Protection

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**COVID-19 Vaccination Programme at Clinics - mRNA Vaccine Scheme - Listing on the Vaccination Booking System of the Government for administering mRNA vaccine and Inactivated vaccine**

22/12/2023 16:13

From: COVID19 VSS/DH/HKSARG  
To: COVID19 VSS/DH/HKSARG@DH  
Bcc:

To : Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - mRNA Vaccine Scheme - Listing on the Vaccination Booking System of the Government for administering mRNA vaccine and Inactivated vaccine

Please find attached Government Variation Notice No. 10 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme – Listing on the Vaccination Booking System of the Government for administering mRNA vaccine and Inactivated vaccine below for your information.



GVN10\_PCVS.pdf

2. Attached please find the Agreement and the relevant Government Variation Notices issued previously for your references.

Supplemental Agreement:

[https://www.chp.gov.hk/files/pdf/agreement\\_covid19\\_bnt\\_pilot\\_pcv.pdf](https://www.chp.gov.hk/files/pdf/agreement_covid19_bnt_pilot_pcv.pdf)

Principal Agreement:

[https://www.chp.gov.hk/files/pdf/agreement\\_covid19\\_bnt\\_pilot.pdf](https://www.chp.gov.hk/files/pdf/agreement_covid19_bnt_pilot.pdf)

Grateful if you could help to disseminate the message to relevant parties.

Thank you for your attention and continuous support to COVID-19 Vaccination Programme.

Best regards,  
Programme Management and Vaccination Division  
Emergency Response and Programme Management Branch  
Centre for Health Protection  
Department of Health

To: Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme

To : Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - mRNA Vaccine Scheme - Listing on the Vaccination Booking System of the Government for administering mRNA and Inactivated vaccine

## **ANNEX J**

### **Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme (“Scheme at Clinic” and “Principal Agreement”)**

### **The Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme – Listing on the Vaccination Booking System of the Government for administering mRNA vaccine and Inactivated vaccine (“Full VBS Scheme” and “Supplemental Agreement”)**

### **Supplemental Terms and Conditions of COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering Paediatric and Toddler Formulation of the mRNA Vaccines (“Paediatric/Toddler Scheme”)**

### **Government Variation Notice 7 to the first captioned Scheme at Clinic**

### **Government Variation Notice No. 10 to the second captioned Full VBS Scheme and the third captioned Paediatric/Toddler Scheme**

1. I refer to (a) the first captioned Principal Agreement in relation to the Scheme at Clinic to which you have enrolled; (b) the second captioned Supplemental Agreement in relation to the Full VBS Scheme to which you may have enrolled (if applicable); and (c) the New Section of the Supplemental Agreement in relation to the Paediatric/Toddler Scheme to which you may have enrolled (if applicable). Unless otherwise herein

defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement and the Supplemental Agreement. If you have not enrolled to the Supplemental Agreement, please disregard those provisions set out herein in relation to the Supplemental Agreement.

2. Pursuant to Clause 73 of the Principal Agreement and the same provision as deemed incorporated into the Supplemental Agreement, the Government hereby issues this Government Variation Notice (GVN) for the amendments of the Principal and Supplemental Agreement including the New Section as set out below.

### **Amendments relevant to the Principal Agreement**

#### *(a) Amendments due to the Phasing out of the BioNTech Vaccine*

3. With retrospective effect from 14 December 2023, Clause 28 of the Principal Agreement shall be deleted because the Government will no longer provide BioNTech Vaccine (i.e. the Nucleic Acid Vaccine (Fosun Pharma/BioNTech)) under the Scheme at Clinic and all references to BioNTech Vaccine in other provisions of the Principal Agreement (including Clauses 30 and 32.1 of the Principal Agreement) shall no longer be applicable and be deleted.
4. With retrospective effect from 14 December 2023, the definition of “COVID-19 Vaccines” or “Vaccines” (as amended by GVN No. 5) in schedules shall be revised as follows:

**“COVID-19 Vaccines” or “Vaccines”** (in upper or lower case) means ~~the Nucleic Acid Vaccine (Fosun Pharma / BioNTech) (alternatively known as BioNTech vaccine)~~ or the Comirnaty Original/Omicron BA.4-5 Bivalent Vaccine (Fosun Pharma / BioNTech) (alternatively known as “Comirnaty Bivalent vaccine”) ~~(intended for Vaccination recipients eligible for the 3rd, 4th or 5th dose (or the 2nd or 3rd or 4th dose for persons with prior COVID-19 infection) based on the information available in eHealth System (Subsidies) and as a replacement~~

~~for the aforesaid dose following the current vaccination schedule)~~ or such brand of COVID-19 Vaccines to be announced by the Government from time to time for the purpose of COVID-19 Vaccination Programme

*(b) Amendments due to the Expiry of Cap 599K*

5. With effect from 24 December 2023, Clause 5 of the Principal Agreement shall be replaced by the following:

The Prevention and Control of Disease (Use of Vaccines) Regulation (Chapter 599K of the Laws of Hong Kong) (“Cap 599K”) will expire on 23 December 2023 and no longer applies to the administration of COVID-19 Vaccines under the COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme.

6. With effect from 24 December 2023, Clauses 19 and 20 of the Principal Agreement (as amended by GVN No. 5) shall be amended as follows:

19 After having checked and satisfied with the eligibility requirements as mentioned above, the EHCP shall, or will ensure that his Healthcare Personnel will, explain relevant information, contraindications, precautions and the risks related to the Vaccination in accordance with the Doctors’ Guide – mRNA Vaccine and answer any enquiries from Vaccination recipients related to the Vaccination. The explanation includes (a) the Vaccine for the Vaccination is registered under the Pharmacy and Poisons Ordinance (Cap. 138); or (b) the Vaccine for the Vaccination is permitted to be used under the Government COVID-19 Vaccination Programme. ~~those as required in section 8(1)(a) of Cap 599K, viz., the Vaccine is authorized under Cap 599K instead of registered.~~

20. After the explanation as mentioned in Clause 19, the EHCP shall, or will ensure that his Healthcare Personnel will, search and retrieve the eHealth (Subsidies) Account of the Vaccination recipient and obtain the informed consent from the Vaccination



recipient (or his parent or guardian if Vaccination recipient is not legally capable of doing so), in accordance with the Doctors' Guide – mRNA Vaccine and through the functions being made available in eHealth System (Subsidies). So that in the eHealth System (Subsidies), there is record that the Vaccination recipient has given the informed consent for the Vaccination in the manner as explained in Clause 19 above as required under section 8(1)(b) of Cap 599K as well as for the purposes as mentioned in Clause 21 below. This is except for the consent to be given by the parent or guardian of a person under the age of 18 or mentally incapacitated person. In such cases, the physically signed consent should be obtained from such parent or guardian using the form as prescribed in the Doctor's Guide – mRNA Vaccine.

7. With effect from 24 December 2023, Clause 66 of the Principal Agreement shall be amended as follows:

66. ~~To the extent the statutory immunity provided under Cap 599K does not extend to anything stated in (a) below or any Claim as further defined below in (b) below, Each of the EHCP and his Associated Organization shall indemnify and keep the Government fully and effectively indemnified from and against:~~

The remaining parts under Clause 66 shall remain unchanged.

## **Amendments relevant to the Supplemental Agreement**

### *(a) Amendments due to the Phasing out of the BioNTech Vaccine*

8. With retrospective effect from 14 December 2023, since the Government will no longer provide BioNTech Vaccine (i.e. the Nucleic Acid Vaccine (Fosun Pharma/BioNTech)) under the Full VBS Scheme and all references to BioNTech Vaccine in the Supplemental Agreement (including Clauses 7, 14.1, 14.2, 24.1 and 24.2 of the Supplemental Agreement) shall no longer be applicable and be deleted.

9. With retrospective effect from 14 December 2023, Clause 24.3 of the Supplemental Agreement (as amended by GVN No. 5) shall be amended as follows:

24.3 The one-off outreach vaccination allowance as set out in Appendix L(i) shall also be payable at the same rate for an outreach visit to be performed under this Supplemental Agreement based on the number of doses performed subject to a minimum of 10 doses per outreach visit with the dosage using SinoVac vaccines, ~~BioNTech vaccines and~~ Comirnaty Bivalent vaccines, Comirnaty Omicron XBB.1.5 vaccines and Spikevax XBB.1.5 vaccines to be counted together to determine the allowance level. The one-off outreach vaccination allowance is recapped below:

<b>(ii) One-off outreach allowance (6 tiers)</b>	
• 10 to 29 doses	HK\$1,200
• 30 to 49 doses	HK\$2,120
• 50 to 79 doses	HK\$3,543
• 80 to 99 doses	HK\$5,654
• 100 to 149 doses	HK\$7,067
• more than 150 doses	HK\$10,600

10. With retrospective effect from 14 December 2023, the definition of “**COVID-19 Vaccines**” (as amended by GVN No. 9) in Clause 1.1 of the Schedule to the Supplemental Agreement shall be amended by the following:

“**COVID-19 Vaccines**” (in upper or lower case) means ~~the Nucleic Acid Vaccine (Fosun Pharma / BioNTech) (alternatively known as “BioNTech vaccine”)~~ or Inactivated Virus Vaccine (Sinovac Biotech (Hong Kong) Limited) (alternatively known as “SinoVac vaccine”) or the Comirnaty Original/Omicron BA.4-5 Bivalent Vaccine (Fosun Pharma / BioNTech) (alternatively known as “Comirnaty Bivalent vaccine”) or Comirnaty Omicron XBB.1.5 Dispersion for Injection COVID-19 mRNA Vaccine (Nucleoside Modified) 30 mg/dose (Fosun Pharma / BioNTech) (alternatively known as “Comirnaty Omicron XBB.1.5 vaccine”) or Spikevax XBB.1.5 0.1mg/mL Dispersion for Injection COVID-19

mRNA Vaccine (Nucleoside Modified) (Moderna HK Ltd.) (alternatively known as “Spikevax XBB.1.5 vaccine”) or such brand of COVID-19 Vaccines to be announced by the Government from time to time for the purpose of COVID-19 Vaccination Programme.

11. With retrospective effect from 14 December 2023, Clause 4.10 of the New Section (as added by GVN No. 8) shall be amended as follows:

4.10 The one-off outreach vaccination allowance as set out in Appendix L(i) shall also be payable at the same rate for an outreach visit to be performed under this Supplemental Agreement based on the number of doses performed subject to a minimum of 10 doses per outreach visit with the dosage using Paediatric BioNTech Vaccines and Toddler BioNTech Vaccines under this Paediatric/Toddler Scheme, and SinoVac vaccines, ~~BioNTech vaccines and~~ Comirnaty Bivalent vaccines, [Comirnaty Omicron XBB.1.5 vaccines and Spikevax XBB.1.5 vaccines](#) under the Full VBS Scheme (if the EHCP and his Associated Organization are also enrolled to the Full VBS Scheme) to be counted together to determine the allowance level but there should be no double counting and no double allowance to be claimed under Clause 24.3 of the Supplemental Agreement for the Full VBS Scheme if the allowance is already being claimed hereunder. The one-off outreach vaccination allowance is recapped below:

(ii) One-off outreach allowance (6 tiers)	
• 10 to 29 doses	HK\$1,200
• 30 to 49 doses	HK\$2,120
• 50 to 79 doses	HK\$3,543
• 80 to 99 doses	HK\$5,654
• 100 to 149 doses	HK\$7,067
• more than 150 doses	HK\$10,600

*(b) Amendments due to the Expiry of Cap 599K*

12. With effect from 24 December 2023, Clauses 20A of the Supplemental Agreement (as amended by GVN No. 9) shall be amended as follows:

20A. After having checked and satisfied with the eligibility requirement as mentioned above, the EHCP shall, or will ensure that his Healthcare Personnel will, explain relevant information, contraindications, precautions and the risks related to the Vaccination in accordance with the Doctors' Guide for the COVID-19 Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic COVID-19 Vaccination Station (PCVS) – Inactivated Vaccine and Doctors' Guide for the COVID-19 Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic COVID-19 Vaccination Station (PCVS) – mRNA Vaccine and answer any enquiries from Vaccination recipients (or in the case of a person under the age of 18, his parent or guardian) related to the Vaccination. ~~For the vaccination of Sinovac, BioNTech and Comirnaty Bivalent vaccines, †~~ The explanation includes (a) the Vaccine for the Vaccination is registered under the Pharmacy and Poisons Ordinance (Cap. 138); or (b) the Vaccine for the Vaccination is permitted to be used under the Government COVID-19 Vaccination Programme; and (c) those as required in Section 8(1)(a) of Cap. 599K, viz., the Vaccine is authorized under Cap. 599K instead of registered, and that in the case of administration of SinoVac on an Eligible Minor (if applicable), that the Vaccination is an Off-Label Vaccination for the vaccination of Sinovac to an Eligible Minor, that the Vaccination is an Off-Label Vaccination.

13. With effect from 24 December 2023, Clause 21 of the Supplemental Agreement (as amended by GVN No. 6) shall be amended as follows:

21. After the explanation as mentioned in Clause 20A, the EHCP shall, or will ensure that his Healthcare Personnel will, search and retrieve the eHealth (Subsidies) Account of the Vaccination recipient and obtain the informed consent from the Vaccination recipient (or his parent or guardian if Vaccination recipient is not legally capable of doing so), in accordance with the Doctors' Guides and through the functions being made available in eHealth System (Subsidies). So that in the eHealth System (Subsidies),

there is record that the Vaccination recipient has given the informed consent for the Vaccination in the manner as explained in Clause 20A above as well as for the purpose as mentioned in Clause 21A below as required under section 8(1)(b) of Cap 599K. This is except for the consent to be given by the parent or guardian of a person under the age of 18 or mentally incapacitated person. In such cases, the physically signed consent should be obtained from such parent or guardian using the form as prescribed in the Doctor's Guides.

14. With effect from 24 December 2023, a new Clause 21A of the Supplemental Agreement shall be added as follows:

The informed consent as mentioned in Clause 21 above shall also cover (a) the use of the Subsidy to be provided under the Full VBS Scheme for receiving the COVID-19 Vaccination; and (b) the access and use of the Vaccination recipient's personal data in so far as such access and use are necessary for the purpose of (i) creation of eHealth (Subsidies) Account (if it has not been already created), (ii) administration and monitoring of the Full VBS Scheme and for the purpose of continuously monitoring of the safety and clinical events related to the COVID-19 Vaccination; and (iii) all those purposes as set out in the "Statement of Purpose for the collection of Personal Data" at the end of the written consent form. For any of the aforesaid purposes as mentioned in (b)(i) or (b)(ii) or (b)(iii), transfer of the Vaccination recipient's personal data (including clinical data) may be made to the Government (including the Director of Health and the Immigration Department), the Hospital Authority, the organizations collaborating with the Government for collection and research of data (including the University of Hong Kong), relevant private healthcare facilities and healthcare professionals and consultants, advisers and contractors of the Government appointed for any of the aforesaid purposes.

15. With effect from 24 December 2023, Clause 4.7 of the New Section (as added by GVN No. 8) shall be amended as follows:

4.7 After having checked and satisfied with the eligibility requirement as mentioned above, the EHCP shall, or will ensure that his

Healthcare Personnel will, explain relevant information, contraindications, precautions and the risks related to the Vaccination in accordance with the Doctors' Guide for the COVID-19 Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic COVID-19 Vaccination Station (PCVS) – mRNA vaccine and answer any enquiries from the parent or guardian of the Vaccination recipients related to the Vaccination. The explanation includes [the Vaccine for the Vaccination is permitted to be used under the Government COVID-19 Vaccination Programme. those as required in Section 8\(1\)\(a\) of Cap. 599K, viz., the Vaccine is authorized under Cap. 599K instead of registered.](#)

16. This announcement is issued pursuant to Clause 73 of the Principal Agreement (which provision is also deemed incorporated into the Supplemental Agreement under Clause 16) and shall form part of the Principal Agreement and the Supplemental Agreement with effect from the date of this announcement.
17. In accordance with Clause 74 of the Principal Agreement and the same shall be deemed incorporated into the Supplemental Agreement under Clause 16, the EHCP and his Associated Organization shall be deemed to have accepted the variation of the Principal Agreement and where applicable the Supplemental Agreement as specified in this Government Variation Notice issued under Clause 73 unless the EHCP and his Associated Organization has, within fourteen days after the issue date of this Government Variation Notice, issued a notice of termination under Clause 8 of the Principal Agreement (or Clause 5 of the Supplemental Agreement).
18. Save for the changes made in this announcement and those Government Variation Notices as further mentioned below, all other provisions of the Principal Agreement and the Supplemental Agreement shall remain unchanged.
19. Attached please find the Agreement and the relevant Government Variation Notices issued previously for your reference.

20. If you have any questions, please contact 2125 2299 or 3975 4806.

Yours faithfully,

(Eddie CHOI)  
for Controller,  
Centre for Health Protection

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**COVID-19 Vaccination Programme at Clinics - mRNA Vaccine Scheme - Listing on the Vaccination Booking System of the Government for administering mRNA vaccine and Inactivated vaccine - Government Variation Notice No. 11**

18/01/2024 15:36

From: COVID19 VSS/DH/HKSARG  
To: COVID19 VSS/DH/HKSARG  
Bcc: connie.au@hnhmgl.com, ivy.wong@hnhmgl.com, gkklau@hnhmgl.com, dr.samuel.kwok@virtusmedical.com, dr.marco.ho@virtusmedical.com, jw@virtuscare.com, ceci.cheng@virtuscare.com, ingridlau@newtownmedical.com.hk, secretary@newtownmedical.com.hk, drmychong@jpmedic.com, jp-admin@jpmedic.com, katieip@jpmedic.com, elainemak@jpmedic.com, ceci.ho@hkmdh.com.hk, info@hkcambridge.com, mt1ckmedical@gmail.com, mediheart@yahoo.com.hk, catherine.mak@asiamedical.hk, winsome.hai@bamboos.com.hk, tessali@bamboos.com.hk, angel@bamboos.com.hk, vivian.ma@bamboos.com.hk, brian.chung@dedicare.hk, spleung1@netvigator.com, hq.cmt@qhms.com, jason.chang@qhms.com, bettywkcheung@cuhkmc.hk, tammy.yu@gleneagles.hk, Joan HO Kam Yee <joan.ho1@gleneagles.hk>, Clara Kwok <clara.kwok@gleneagles.hk>, Vanessa YEUNG <vanessa.yeung@gleneagles.hk>, Ang Si Hui <sh.ang@gleneagles.hk>, sammy.leung@ppmc.com.hk, mandy.hui@ppmc.com.hk, Joanne MN YONG/DH/HKSARG@DH, Sandra PY CHUNG/DH/HKSARG@DH, Dora WY CHENG/DH/HKSARG@DH, AA\_SD1/DH/HKSARG@DH, Alice PL LO/DH/HKSARG@DH

To : Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - mRNA Vaccine Scheme - Listing on the Vaccination Booking System of the Government for administering mRNA vaccine and Inactivated vaccine

Please find attached Government Variation Notice No. 11 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme – Listing on the Vaccination Booking System of the Government for administering mRNA vaccine and Inactivated vaccine below for your information.



GVN11\_FullVBS\_PaedTodd\_20230118.pdf

2. Attached please find the Agreement and the relevant Government Variation Notices issued previously for your references.

Supplemental Agreement:

[https://www.chp.gov.hk/files/pdf/agreement\\_covid19\\_bnt\\_pilot\\_pcvs.pdf](https://www.chp.gov.hk/files/pdf/agreement_covid19_bnt_pilot_pcvs.pdf)

Principal Agreement:

[https://www.chp.gov.hk/files/pdf/agreement\\_covid19\\_bnt\\_pilot.pdf](https://www.chp.gov.hk/files/pdf/agreement_covid19_bnt_pilot.pdf)



Grateful if you could help to disseminate the message to relevant parties.

Thank you for your attention and continuous support to COVID-19 Vaccination Programme.

Best regards,  
Programme Management and Vaccination Division  
Emergency Response and Programme Management Branch  
Centre for Health Protection  
Department of Health

To : Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - mRNA Vaccine Scheme - Listing on the Vaccination Booking System of the Government for administering mRNA and Inactivated vaccine

## **ANNEX K**

### **Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme (“Scheme at Clinic” and “Principal Agreement”)**

### **The Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme – Listing on the Vaccination Booking System of the Government for administering mRNA vaccine and Inactivated vaccine (“Full VBS Scheme” and “Supplemental Agreement”)**

### **The New Section to the Supplemental Terms and Conditions of COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering Paediatric and Toddler Formulation of the mRNA Vaccines (“Paediatric/Toddler Scheme” and “New Section”)**

### **Government Variation Notice No. 11 to the Supplemental Agreement for the Full VBS Scheme and the New Section for the Paediatric/Toddler Scheme**

1. I refer to (a) the first captioned Principal Agreement in relation to the Scheme at Clinic; (b) the second captioned Supplemental Agreement in relation to the Full VBS Scheme; and (c) the New Section of the Supplemental Agreement in relation to the Paediatric/Toddler Scheme and which you have enrolled to either (b) or (c) or both. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement and Supplemental Agreement. The Government hereby issues this Government Variation Notice (GVN) No. 11 for the amendment of the Supplemental Agreement for the Full VBS Scheme and the New Section of the Supplemental Agreement for the Paediatric/Toddler Scheme as set out below. The amendments are necessary due to the introduction of a new vaccine known as “Spikevax

XBB.1.5 vaccine” to be administered on Eligible Minors under the Paediatric/Toddler Scheme in January 2024. This new vaccine for Eligible Minors is the same version as the vaccine for adult but subject to the volume per dose as recommended by the manufacturer for administration on children of the applicable age range.

### **Amendments relevant to the Full VBS Scheme**

2. With effect from 18 January 2024, the following definitions set out in the Schedule to the Supplemental Agreement (as added by GVN No. 8) shall be amended as follows:

**“Paediatric/Toddler Scheme”** means the scheme for VBS Participating Clinics administering Paediatric and Toddler Formulation of BioNTech Vaccines and Spikevax XBB.1.5 vaccine for children on the terms set out in the New Section to the Supplemental Agreement.

### **Amendments relevant to the Paediatric/Toddler Scheme**

3. With effect from 18 January 2024, Clauses 4.2, 4.3, 4.8 and 4.9 of the New Section (as added by GVN No. 8) shall be amended as follows:

4.2 The name of the EHCP, the name(s) and address(es) of the VBS Participating Clinic(s) and the telephone number in Chinese and English as provided in the Written Enrolment (Paediatric/Toddler Scheme) shall be listed on the Vaccination Booking System of the Government (<https://booking.covidvaccine.gov.hk>) for booking of any one of the following COVID-19 vaccinations ~~(Paediatric and Toddler Formulation of BioNTech Vaccine)~~ by the parent or guardian: ~~of toddlers (6 months to four years old for the Toddler Formulation) and 5 to 11 years old (for the Paediatric Formulation).~~

- Paediatric Formulation of BioNTech Vaccine (5 to 11 years old);
- Spikevax XBB.1.5 vaccine for children (6 months to 11 years old); and
- Toddler Formulation of BioNTech Vaccine (6 months to four years old).

- 4.3 Each VBS Participating Clinic of the EHCP and his Associated Organization in order to continue to enjoy its listing on the VBS for the Paediatric/Toddler Scheme shall be open for at least five days per week to provide vaccination of Toddler and Paediatric Formulation of BioNTech vaccines, [and Spikevax XBB.1.5 vaccine for children](#) at a capacity level as requested and / or approved by the Government in writing upon approval of the Written Enrollment (Paediatric/Toddler) ([which capacity for children of different age can be fulfilled by either the applicable BioNTech formulation or by Spikevax XBB.1.5 for children or both](#)), within the permissible range of operating hours from 8:00am to 8:00pm. On top of the approved daily quota, the EHCP and his Associated Organization shall also be prepared to provide walk-in COVID-19 vaccination service to the Eligible Minors as far as practicable. [The types of Vaccines to be distributed to the EHCP and his Associated Organization from time to time shall be determined by DH exclusively.](#)
- 4.8 Under any outreach visit to be arranged pursuant to Appendix L(i), the EHCP and his Associated Organization may only use Inactivated Virus Vaccine (Sinovac Biotech (Hong Kong) Limited) (alternatively known as “SinoVac vaccine”) in the outreach visit but not any BioNTech Vaccines. However, for an outreach visit to be arranged under the Paediatric/Toddler Scheme pursuant to this New Section of the Supplemental Agreement by the EHCP and his Associated Organization, it may provide Paediatric Formulation of the BioNTech Vaccine ~~and~~, Toddler Formulation of the BioNTech Vaccine, [and Spikevax XBB.1.5 vaccine for children](#) during an outreach visit to Eligible Minors. Notwithstanding, VBS Participating Clinic(s) may not administer whether at the VBS Participating Clinic(s) or at an outreach visit the Toddler or Paediatric Formulation of BioNTech Vaccine, [or Spikevax XBB.1.5 vaccine for children](#) of such number of repeated dosage to a toddler or children under 12 which is not recommended based on the latest recommended dosage poster published by the Government.
- 4.9 The subsidy per dosage for BioNTech vaccine [or for Spikevax XBB.1.5 vaccine for children](#) for an outreach visit shall be the same as the subsidy as set out in Clause 4.5 of this New Section and shall only apply under this new Section of this Supplemental Agreement.

4. With effect from 24 December 2023, the following amendments shall take effect in the light of the expiry of Cap 599K

Clause 20 of the Supplemental Agreement (deemed incorporated into the New Section pursuant to Clause 1 of the New Section) is repeated below for comprehensiveness sake:

The Healthcare Professional or Vaccinator shall check the eligibility of the Vaccination recipient. On top of checking that the Vaccination recipient falls within the applicable age range for the proposed dosage, and that the interval between the proposed dosage and the immediately previous dosage complies with the normal recommended interval requirements as from time to time announced by the Department of Health, the checking (including the request for necessary documentary proof to ensure eligibility) shall also ensure the proposed Vaccination complies with the announcements from time to time made by the Department of Health in relation to any particular COVID-19 Vaccines and/or different types of Vaccination recipients including those who are (a) below 18; or (b) recovered persons; or (c) those electing to adopt a shorter dosage interval due to his immunocompromised condition or for personal reasons.

Clause 4.7 of the New Section which replaces Clause 20A of the Supplemental Agreement has already been amended by GVN No 10 and is repeated with minor change on line 2 as follows for comprehensiveness sake:

After having checked and satisfied with the eligibility requirement as mentioned ~~above~~ in Clause 20 of the Supplemental Agreement, the EHCP shall, or will ensure that his Healthcare Personnel will, explain relevant information, contraindications, precautions and the risks related to the Vaccination in accordance with the Doctors' Guide for the COVID-19 Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic COVID-19 Vaccination Station (PCVS) – mRNA Vaccine and answer any enquiries from the parent or guardian of the Vaccination recipients related to the Vaccination. The explanation includes (a) the Vaccine for the Vaccination is registered under the Pharmacy and Poisons Ordinance (Cap. 138); or (b) the Vaccine for the Vaccination is

permitted to be used under the Government COVID-19 Vaccination Programme.

Clause 21 (which is deemed incorporated into the New Section pursuant to Clause 1 of the New Section) is repeated below with amendments for comprehensiveness sake:

After the explanation as mentioned in Clause ~~20A~~ [4.7 above](#), the EHCP shall, or will ensure that his Healthcare Personnel will, search and retrieve the eHealth (Subsidies) Account of the Vaccination recipient and obtain the informed consent from the Vaccination recipient (or his parent or guardian if Vaccination recipient is not legally capable of doing so), in accordance with the Doctors' Guides and through the functions being made available in eHealth System (Subsidies). So that in the eHealth System (Subsidies), there is record that the Vaccination recipient has given the informed consent for the Vaccination in the manner as explained in Clause ~~20A~~ [4.7](#) above as well as for the purpose as mentioned in Clause 21A below. This is except for the consent to be given by the parent or guardian of a person under the age of 18 or mentally incapacitated person. In such cases, the physically signed consent should be obtained from such parent or guardian using the form as prescribed in the Doctor's Guides.

The following Clause 21A (which was added to the Supplemental Agreement pursuant to GVN No 10) shall be deemed incorporated into the New Section with amendment as shown below:

The informed consent as mentioned in Clause 21 above shall also cover (a) the use of the Subsidy to be provided under the ~~Full VBS Scheme~~ [Paediatric/Toddler Scheme](#) for receiving the COVID-19 Vaccination; and (b) the access and use of the Vaccination recipient's personal data in so far as such access and use are necessary for the purpose of (i) creation of eHealth (Subsidies) Account (if it has not been already created), (ii) administration and monitoring of the ~~Full VBS Scheme~~ [Paediatric/Toddler Scheme](#) and for the purpose of continuously monitoring of the safety and clinical events related to the COVID-19 Vaccination; and (iii) all those purposes as set out in the "Statement of Purpose for the collection of Personal Data" at the end

of the written consent form. For any of the aforesaid purposes as mentioned in (b)(i) or (b)(ii) or (b)(iii), transfer of the Vaccination recipient’s personal data (including clinical data) may be made to the Government (including the Director of Health and the Immigration Department), the Hospital Authority, the organizations collaborating with the Government for collection and research of data (including the University of Hong Kong), relevant private healthcare facilities and healthcare professionals and consultants, advisers and contractors of the Government appointed for any of the aforesaid purposes.

5. With effect from 18 January 2024, Clauses 4.10 of the New Section (as amended by GVN No. 10) shall be amended as follows:

4.10 The one-off outreach vaccination allowance as set out in Appendix L(i) shall also be payable at the same rate for an outreach visit to be performed under this Supplemental Agreement based on the number of doses performed subject to a minimum of 10 doses per outreach visit with the dosage using Paediatric BioNTech Vaccines ~~and~~ Toddler BioNTech Vaccines, and Spikevax XBB.1.5 vaccine for children under this Paediatric/Toddler Scheme, and SinoVac vaccines, Comirnaty Bivalent vaccines, Comirnaty Omicron XBB.1.5 vaccines and Spikevax XBB.1.5 vaccines under the Full VBS Scheme (if the EHCP and his Associated Organization are also enrolled to the Full VBS Scheme) to be counted together to determine the allowance level but there should be no double counting and no double allowance to be claimed under Clause 24.3 of the Supplemental Agreement for the Full VBS Scheme if the allowance is already being claimed hereunder. The one-off outreach vaccination allowance is recapped below:

(ii) One-off outreach allowance (6 tiers)	
• 10 to 29 doses	HK\$1,200
• 30 to 49 doses	HK\$2,120
• 50 to 79 doses	HK\$3,543
• 80 to 99 doses	HK\$5,654
• 100 to 149 doses	HK\$7,067
• more than 150 doses	HK\$10,600

6. With effect from 18 January 2024, the following definitions set out in Clauses 5.2.1 and 5.2.2 of the Schedule to the Paediatric/Toddler Scheme under the Supplemental Agreement (as added by GVN No. 8) shall be amended as follows:

5.2.1 **“COVID-19 Vaccines”** or **“Vaccines”** (in upper or lower case) means the Nucleic Acid Vaccine (paediatric formulation) (alternatively known as “Paediatric Formulation of the BioNTech Vaccine”), the Nucleic Acid Vaccine (toddler formulation) (alternatively known as “Toddler Formulation of the BioNTech Vaccine”), or Spikevax XBB.1.5 0.1mg/mL Dispersion for Injection COVID-19 mRNA Vaccine (Nucleoside Modified) (Moderna HK Ltd.) subject to the volume per dose as recommended by the manufacturer for administration to children (alternatively known as “Spikevax XBB.1.5 vaccine for children”).

5.2.2 **“Eligible Minors”** means depending on the type of vaccination as further specified below, a person falling within the age range of that particular type of vaccination at the time of the first dose:

For **Paediatric Formulation of the BioNTech Vaccine**, the age range shall be from 5 to 11 years; ~~and~~

For **Toddler Formulation of the BioNTech Vaccine**, the age range shall be from 6 months to 4 years; ~~and~~

For **Spikevax XBB.1.5 vaccine for children**, the age range shall be from 6 months to 11 years.

### **Provisions applicable to both the Full VBS Scheme and the Paediatric/Toddler Scheme**

7. This announcement is issued pursuant to Clause 73 of the Principal Agreement (which provision is also deemed incorporated into the Supplemental Agreement under Clause 16) and shall form part of the Supplemental Agreement and the New Section of the Supplemental Agreement with effect from 18 January 2024 (except those for those changes mentioned in Clause 4 above, with effect from 24 December 2023).
8. In accordance with Clause 74 of the Principal Agreement and the same shall be deemed incorporated into the Supplemental Agreement under Clause 16, the



EHCP and his Associated Organization shall be deemed to have accepted the variation of the Supplemental Agreement and where applicable the New Section of the Supplemental Agreement as specified in this Government Variation Notice issued under Clause 73 unless the EHCP and his Associated Organization has, within fourteen days after the issue date of this Government Variation Notice, issued a notice of termination under Clause 5 of the Supplemental Agreement.

9. Save for the changes made in this announcement and those Government Variation Notices as further mentioned below, all provisions of the Principal Agreement, and all other provisions of the Supplemental Agreement and the New Section of the Supplemental Agreement shall remain unchanged.
10. Attached please find the Supplemental Agreement and the relevant Government Variation Notices issued previously for your reference.
11. If you have any questions, please contact 2125 2299 or 3975 4806.

Yours faithfully,

(Eddie CHOI)  
for Controller,  
Centre for Health Protection

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**COVID-19 Vaccination Programme at Clinics - mRNA Vaccine Scheme - Listing on the Vaccination Booking System of the Government for administering mRNA vaccine and Inactivated vaccine - Government Variation Notice No. 12**

30/05/2024 16:51

From: COVID19 VSS/DH/HKSARG  
To: COVID19 VSS/DH/HKSARG@DH  
Sent by: AA\_SD1/DH/HKSARG

To : Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - mRNA Vaccine Scheme - Listing on the Vaccination Booking System of the Government for administering mRNA vaccine and Inactivated vaccine

Please find attached Government Variation Notice No. 12 of the Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme – Listing on the Vaccination Booking System of the Government for administering mRNA vaccine and Inactivated vaccine below for your information.



GVN12 FullVBS PaedTodd 20240530.pdf

2. Attached please find the Agreement and the relevant Government Variation Notices issued previously for your references. Grateful if you could help to disseminate the message to relevant parties.

Supplemental Agreement:

[https://www.chp.gov.hk/files/pdf/agreement\\_covid19\\_bnt\\_pilot\\_pcvs.pdf](https://www.chp.gov.hk/files/pdf/agreement_covid19_bnt_pilot_pcvs.pdf)

Principal Agreement:

[https://www.chp.gov.hk/files/pdf/agreement\\_covid19\\_bnt\\_pilot.pdf](https://www.chp.gov.hk/files/pdf/agreement_covid19_bnt_pilot.pdf)

3. Please be reminded that Government does not give any warranty or legal advice to the EHCP and his Associated Organization concerning the possession and use of unregistered Vaccines under the Vaccination Scheme. Should you be in doubt, you may seek your legal advice. If you consider opting out from this Vaccination Scheme, please follow the requirement as mentioned in paragraph 8 of the attached GVN No 12.

4. Subject to the foregoing, Government has power to supply the unregistered Vaccines as the Pharmacy and Poisons Regulations (Cap. 138A) is not binding on Government. This power is extended to agents of Government to supply and administer unregistered COVID-19 vaccines through the Government Vaccination Programme. Government would treat the EHCP and his Associated as such agents.

5. Thank you for your attention and continuous support to COVID-19 Vaccination Programme.

Best regards,  
Programme Management and Vaccination Division  
Emergency Response and Programme Management Branch  
Centre for Health Protection  
Department of Health

To : Enrolled Health Care Provider (EHCP) and his Associated Organizations enrolled to the COVID-19 Vaccination Programme at Clinics - mRNA Vaccine Scheme - Listing on the Vaccination Booking System of the Government for administering mRNA and Inactivated vaccine

## **ANNEX L**

### **Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme (“Scheme at Clinic” and “Principal Agreement”)**

### **The Supplemental Terms and Conditions of the COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme – Listing on the Vaccination Booking System of the Government for administering mRNA vaccine and Inactivated vaccine (“Full VBS Scheme” and “Supplemental Agreement”)**

### **The New Section to the Supplemental Terms and Conditions of COVID-19 Vaccination Programme at Clinics – mRNA Vaccine Scheme – Listing on the Vaccination Booking System (VBS) of the Government for administering Paediatric and Toddler Formulation of the mRNA Vaccines (“Paediatric/Toddler Scheme” and “New Section”)**

### **Government Variation Notice No. 12 to the Supplemental Agreement for the Full VBS Scheme and the New Section for the Paediatric/Toddler Scheme**

1. I refer to (a) the first captioned Principal Agreement in relation to the Scheme at Clinic; (b) the second captioned Supplemental Agreement in relation to the Full VBS Scheme; and (c) the New Section of the Supplemental Agreement in relation to the Paediatric/Toddler Scheme and which you have enrolled to either (b) or (c) or both. Unless otherwise herein defined, capitalised terms appearing herein shall have the same meanings given to them in the Principal Agreement and Supplemental Agreement. The Government hereby issues this Government Variation Notice (GVN) No. 12 for the amendment of the Supplemental Agreement for the Full VBS Scheme and the New Section of the Supplemental Agreement for the Paediatric/Toddler Scheme as set out below. The amendments are necessary due to the introduction of the new generation of the existing

Paediatric and Toddler Formulation of BioNTech Vaccines known as “Paediatric Formulation of Comirnaty Omicron XBB.1.5 vaccine” and “Toddler Formulation of Comirnaty Omicron XBB.1.5 vaccine” to be administered on Eligible Minors under the Paediatric/Toddler Scheme with retrospective effect from 27 March 2024. Meanwhile, the Government will no longer provide the Paediatric and Toddler Formulation of BioNTech Vaccines under the scheme with retrospective effect from 27 March 2024.

### **Amendments relevant to the Full VBS Scheme**

2. With retrospective effect from 27 March 2024, the following definitions set out in the Schedule to the Supplemental Agreement (as amended by GVN No. 11) shall be amended as follows:

*“Paediatric/Toddler Scheme”* means the scheme for VBS Participating Clinics administering Paediatric and Toddler Formulation of [BioNTech–Comirnaty Omicron XBB.1.5](#) Vaccines and ~~–~~ Spikevax XBB.1.5 vaccine for children on the terms set out in the New Section to the Supplemental Agreement.

### **Amendments relevant to the Paediatric/Toddler Scheme**

3. With retrospective effect from 27 March 2024, Clauses 4.2, 4.3, 4.8 and 4.9 of the New Section (as amended by GVN No. 11) shall be amended as follows and with immediate effect, Clause 4.7 of the New Section shall be amended as follows:

4.2 The name of the EHCP, the name(s) and address(es) of the VBS Participating Clinic(s) and the telephone number in Chinese and English as provided in the Written Enrolment (Paediatric/Toddler Scheme) shall be listed on the Vaccination Booking System of the Government (<https://booking.covidvaccine.gov.hk>) for booking of any one of the following COVID-19 vaccinations by the parent or guardian:

- Paediatric Formulation of [BioNTech–Comirnaty Omicron XBB.1.5](#) Vaccine (5 to 11 years old);
- Spikevax XBB.1.5 vaccine for children (6 months to 11 years old); and
- Toddler Formulation of [BioNTech Comirnaty Omicron XBB.1.5](#)

Vaccine (6 months to four years old).

- 4.3 Each VBS Participating Clinic of the EHCP and his Associated Organization in order to continue to enjoy its listing on the VBS for the Paediatric/Toddler Scheme shall be open for at least five days per week to provide vaccination of Toddler and Paediatric Formulation of [BioNTech Comirnaty Omicron XBB.1.5](#) vaccines, and Spikevax XBB.1.5 vaccine for children at a capacity level as requested and / or approved by the Government in writing upon approval of the Written Enrollment (Paediatric/Toddler) (which capacity for children of different age can be fulfilled by either the applicable [BioNTech Comirnaty Omicron XBB.1.5](#) formulation or by Spikevax XBB.1.5 for children or both), within the permissible range of operating hours from 8:00am to 8:00pm. On top of the approved daily quota, the EHCP and his Associated Organization shall also be prepared to provide walk-in COVID-19 vaccination service to the Eligible Minors as far as practicable. The types of Vaccines to be distributed to the EHCP and his Associated Organization from time to time shall be determined by DH exclusively.
- 4.7 After having checked and satisfied with the eligibility requirement as mentioned in Clause 20 of the Supplemental Agreement, the EHCP shall, or will ensure that his Healthcare Personnel will, explain relevant information, contraindications, precautions and the risks related to the Vaccination in accordance with the Doctors' Guide for the COVID-19 Vaccination Programme at Clinics under the Vaccination Subsidy Scheme (VSS) and Private Clinic COVID-19 Vaccination Station (PCVS) – mRNA Vaccine and answer any enquiries from the parent or guardian of the Vaccination recipients related to the Vaccination. The explanation includes (a) the Vaccine for the Vaccination is registered under the Pharmacy and Poisons Ordinance (Cap. 138); or (b) the Vaccine for the Vaccination is permitted to be used under the Government COVID-19 Vaccination Programme [by the EHCP and his Associated Organization in the capacity as agent of the Government under the aforesaid Vaccination Programme.](#)
- 4.8 Under any outreach visit to be arranged pursuant to Appendix L(i), the EHCP and his Associated Organization may only use Inactivated Virus Vaccine (Sinovac Biotech (Hong Kong) Limited) (alternatively known as “SinoVac vaccine”) in the outreach visit but not any [BioNTech mRNA](#) Vaccines. However, for an outreach visit to be arranged under the

Paediatric/Toddler Scheme pursuant to this New Section of the Supplemental Agreement by the EHCP and his Associated Organization, it may provide Paediatric Formulation of the [BioNTech Comirnaty Omicron XBB.1.5 Vaccine](#), Toddler Formulation of the [BioNTech Comirnaty Omicron XBB.1.5 Vaccine](#), and Spikevax XBB.1.5 vaccine for children during an outreach visit to Eligible Minors. Notwithstanding, VBS Participating Clinic(s) may not administer whether at the VBS Participating Clinic(s) or at an outreach visit the Toddler or Paediatric Formulation of [BioNTech Comirnaty Omicron XBB.1.5 Vaccine](#), or Spikevax XBB.1.5 vaccine for children of such number of repeated dosage to a toddler or children under 12 which is not recommended based on the latest recommended dosage poster published by the Government.

4.9 The subsidy per dosage for [BioNTech Comirnaty Omicron XBB.1.5 vaccine](#) or for Spikevax XBB.1.5 vaccine for children for an outreach visit shall be the same as the subsidy as set out in Clause 4.5 of this New Section and shall only apply under this new Section of this Supplemental Agreement.

4. With retrospective effect from 27 March 2024, Clause 4.4 of the New Section (as added by GVN No. 8) shall be amended as follows:

4.4 The EHCP and his Associated Organization shall assign a Registered Medical Practitioner for each VBS Participating Clinic for the Paediatric/Toddler Scheme whom may be the same Registered Medical Practitioner for the Full VBS Scheme (if the EHCP and his Associated Organization are also enrolled to the Full VBS Scheme). Off-site Registered Medical Practitioner may be allowed provided that he or she is working in the same building where the VBS Participating Clinic is located and can immediately attend to cases where required. Subject to the foregoing, all Vaccinations to be provided at the VBS Participating Clinic(s) under the Paediatric/Toddler Scheme shall be performed in accordance with all requirements set out in the Principal Agreement (which are deemed incorporated herein), ~~as well as~~ this New Section of the Supplemental Agreement, [the Doctors' Guides referred to in Clause 4.7 below, and the document titled "Notes for Private Clinic COVID-19 Vaccination Station administering mRNA vaccines for children" published by the DH \(as from time to time amended\)](#) and be subject to the same rights and powers of the Government including the Director of Health. Unless otherwise expressly

stated in this New Section of the Supplemental Agreement, there shall be no difference between a Vaccination to be provided at a VBS Participating Clinic under the Paediatric/Toddler Scheme, and another clinic registered by the EHCP and his Associated Organization with the BioNTech Scheme but not this Paediatric/Toddler Scheme. The EHCP and his Associated Organization shall continue to comply with and observe all of the aforesaid requirements in the provision of the Vaccinations.

5. With retrospective effect from 27 March 2024, Clauses 4.10 of the New Section (as amended by GVN No. 11) shall be amended as follows:

4.10 The one-off outreach vaccination allowance as set out in Appendix L(i) shall also be payable at the same rate for an outreach visit to be performed under this Supplemental Agreement based on the number of doses performed subject to a minimum of 10 doses per outreach visit with the dosage using ~~Paediatric BioNTech Vaccines, Toddler BioNTech Vaccines~~ Paediatric Formulation of Comirnaty Omicron XBB.1.5 vaccine, Toddler Formulation of Comirnaty Omicron XBB.1.5 vaccine, and Spikevax XBB.1.5 vaccine for children under this Paediatric/Toddler Scheme, and SinoVac vaccines, Comirnaty Bivalent vaccines, Comirnaty Omicron XBB.1.5 vaccines and Spikevax XBB.1.5 vaccines under the Full VBS Scheme (if the EHCP and his Associated Organization are also enrolled to the Full VBS Scheme) to be counted together to determine the allowance level but there should be no double counting and no double allowance to be claimed under Clause 24.3 of the Supplemental Agreement for the Full VBS Scheme if the allowance is already being claimed hereunder. The one-off outreach vaccination allowance is recapped below:

(ii) One-off outreach allowance (6 tiers)	
• 10 to 29 doses	HK\$1,200
• 30 to 49 doses	HK\$2,120
• 50 to 79 doses	HK\$3,543
• 80 to 99 doses	HK\$5,654
• 100 to 149 doses	HK\$7,067
• more than 150 doses	HK\$10,600

6. With retrospective effect from 27 March 2024, the following definitions set out in Clauses 5.2.1 and 5.2.2 of the Schedule to the Paediatric/Toddler Scheme under



the Supplemental Agreement (as amended by GVN No. 11) shall be amended as follows:

5.2.1 ***“COVID-19 Vaccines”*** or ***“Vaccines”*** (in upper or lower case) means ~~the Nucleic Acid Vaccine (paediatric formulation) (alternatively known as “Paediatric Formulation of the BioNTech Vaccine”), the Nucleic Acid Vaccine (toddler formulation) (alternatively known as “Toddler Formulation of the BioNTech Vaccine”), or~~ Comirnaty Omicron XBB.1.5 10mcg/dose Concentrate for Dispersion for Injection COVID-19 mRNA Vaccine (nucleoside modified) (Fosun Pharma / BioNTech) (alternatively known as “Paediatric Formulation of Comirnaty Omicron XBB.1.5 vaccine”), Comirnaty Omicron XBB.1.5 3mcg/dose Concentrate for Dispersion for Injection COVID-19 mRNA Vaccine (nucleoside modified) (Fosun Pharma / BioNTech) (alternatively known as “Toddler Formulation of Comirnaty Omicron XBB.1.5 vaccine”), and/or Spikevax XBB.1.5 0.1mg/mL Dispersion for Injection COVID-19 mRNA Vaccine (Nucleoside Modified) (Moderna HK Ltd.) subject to the volume per dose as recommended by the manufacturer for administration to children (alternatively known as “Spikevax XBB.1.5 vaccine for children”).

5.2.2 ***“Eligible Minors”*** means depending on the type of vaccination as further specified below, a person falling within the age range of that particular type of vaccination at the time of the first dose:

For **Paediatric Formulation of the BioNTech Comirnaty Omicron XBB.1.5 Vaccine**, the age range shall be from 5 to 11 years;

For **Toddler Formulation of the BioNTech Comirnaty Omicron XBB.1.5 Vaccine**, the age range shall be from 6 months to 4 years; and

For **Spikevax XBB.1.5 vaccine for children**, the age range shall be from 6 months to 11 years.

## **Provisions applicable to both the Full VBS Scheme and the Paediatric/Toddler Scheme**

7. This announcement is issued pursuant to Clause 73 of the Principal Agreement (which provision is also deemed incorporated into the Supplemental Agreement under Clause 16) and shall form part of the Supplemental Agreement and the New

Section of the Supplemental Agreement with retrospective effect from 27 March 2024.

8. In accordance with Clause 74 of the Principal Agreement and the same shall be deemed incorporated into the Supplemental Agreement under Clause 16, the EHCP and his Associated Organization shall be deemed to have accepted the variation of the Supplemental Agreement and where applicable the New Section of the Supplemental Agreement as specified in this Government Variation Notice issued under Clause 73 unless the EHCP and his Associated Organization has, within fourteen days after the issue date of this Government Variation Notice, issued a notice of termination under Clause 5 of the Supplemental Agreement.
9. Save for the changes made in this announcement and those Government Variation Notices as further mentioned below, all provisions of the Principal Agreement, and all other provisions of the Supplemental Agreement and the New Section of the Supplemental Agreement shall remain unchanged.
10. Attached please find the Supplemental Agreement and the relevant Government Variation Notices issued previously for your reference.
11. If you have any questions, please contact 2125 2299 or 3975 4806.

Yours faithfully,

(Eddie CHOI)  
for Controller,  
Centre for Health Protection