

DATED 28 AUGUST 2020

ASTRAZENECA UK LIMITED

AND

SECRETARY OF STATE FOR  
BUSINESS, ENERGY AND INDUSTRIAL STRATEGY

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SUPPLY AGREEMENT FOR AZD1222

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This agreement ("**Supply Agreement**") is dated 28 August 2020 and made between:

- (1) **ASTRAZENECA UK LIMITED**, a company incorporated in England and Wales (company number 03674842) whose registered address is at 1 Francis Crick Avenue, Cambridge Biomedical Campus, Cambridge, United Kingdom CB2 0AA ("**AstraZeneca**"); and
- (2) **THE SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY**, acting on behalf of the Crown and whose principal office is at 1 Victoria St, Westminster, London SW1H 0ET (the "**Purchaser**"),

(each a "**Party**", and collectively the "**Parties**").

## **INTRODUCTION**

- (A) In the licence agreement between AstraZeneca and Oxford University Innovation Limited (the "**Head Licensor**") effective as of May 17, 2020 (the "**Licence Agreement**"), pursuant to which AstraZeneca received an exclusive licence from the Head Licensor to use the Head Licensor's vaccine technology to research, develop, commercialise, sub-license and otherwise exploit a vaccine for the prevention of SARS-CoV-2 in humans, the Parties stated their intent to enter into an agreement pursuant to which the Purchaser would purchase and AstraZeneca would supply on a [REDACTED] doses of the Product to the Purchaser.
- (B) The Purchaser through a Central Government Body is a third party beneficiary of certain rights granted in its favour under the Licence Agreement.
- (C) AstraZeneca is actively pursuing the clinical development of the Product in order to file for and secure the Marketing Authorisation before the Licensing Authority, and for its Affiliates to secure similar Regulatory Approvals from other Regulatory Authorities around the world.
- (D) The Purchaser wishes to engage the services of AstraZeneca to Manufacture and supply the Product in accordance with the Purchaser's requirements pursuant to this Supply Agreement.
- (E) AstraZeneca is willing and able to undertake the Development and Manufacture of the Products for the Purchaser in accordance with the terms and conditions of this Supply Agreement.

## **IT IS AGREED that:**

### **1. DEFINITIONS**

- 1.1 In this Supply Agreement, the following words and expressions shall have the following meanings:

"**Administering Entity**" means any body administering the Product including all Health Service Bodies;

"**Advice Note**" means a note containing the following information:

- (a) a description of the Product using the AstraZeneca's brand name and/or generic drug name;
- (b) the quantity in the package;
- (c) special directions for storage (if any);
- (d) expiry date for the Product in the package;

- (e) batch number;
- (f) name of supplier;
- (g) the Certificate of Analysis; and
- (h) any other information required by the Licensing Authority to be provided;

**"Affiliate"** means, with respect to (a) AstraZeneca or any Third Party, any Person that Controls, is Controlled by or is under common Control with AstraZeneca from time to time; and (b) Purchaser means any Authorised Agent, Central Government Body, Administering Entity or Devolved Administration;

**"Applicable Laws"** means laws, rules, orders, bye-laws, instruments, regulations or similar statutes, ordinances, treaties, directives, administrative interpretations, including rules of national stock exchanges and any other rules or regulations promulgated by or otherwise having the force of law of any Governmental Authority, and all applicable Good Manufacturing Practice requirements and other GxP requirements and guidelines, in each case in any geographical area and/or over any class of persons or the Product, that are applicable to the activities contemplated by this Supply Agreement;

**"AstraZeneca Representatives"** has the meaning given in clause 14.1;

**"Authorised Agent"** means any authorised agent located in the Territory appointed by the Purchaser as notified to AstraZeneca in writing;

**"AZ Exchange Rate"** means, on any date, the rate of exchange as published by Reuters as prevailing at 8.00 am (London, England) usually taken on the 25th day of the month prior to such date, where that day is a Business Day, or if the 25th day of the month is not a Business Day, the first Business Day following the 25th day of the month, or such other IFRS-compliant rate as used by AstraZeneca consistently for the purpose of preparing its consolidated financial statements;

**"Best Reasonable Efforts"** means the activities and degree of effort that a company of similar size with a similarly-sized infrastructure and similar resources as AstraZeneca would undertake or use at the relevant stage of development or commercialisation, having regard to the urgent need for a vaccine to end a global pandemic which is resulting in serious public health issues, restrictions on personal freedoms and economic impact, across the world but taking into account efficacy and safety;

**"Breaching Party"** has the meaning given in clause 22.5.1;

**"Business Continuity Event"** means any event or issue that could reasonably impact on the operations of AstraZeneca, its Affiliates and Subcontractors, and the ability of AstraZeneca to supply products to customers (including the Product to Purchaser) including, without limitation, any pandemic, any Force Majeure event, and the withdrawal of the United Kingdom (or any part of it) from the European Union and any related circumstances, events, changes or requirement;

**"Business Continuity Plan"** means AstraZeneca's general business continuity planning which provides for the continuity of the development, manufacture and supply of products to its customers during any Business Continuity Event;

**"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in London, England;

**"Central Government Body"** means a body listed in one of the following sub-categories of the United Kingdom's Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;

**"Certificate of Analysis"** means the certificate of analysis to accompany the Product delivered to the Purchaser, which certifies that the Product has been Manufactured, tested and released in compliance with its Specification, GMP and Applicable Laws;

**"Conditional Approval"** means a conditional marketing authorisation for the Product granted by the European Commission pursuant to Article 14a of Regulation (EC) No 726/2004, or by the MHRA, acting on behalf of the Licensing Authority of the United Kingdom under regulation 49(1) of Human Medicines Regulations 2012 (SI 2012 No. 1916) in accordance with regulation 58F of the Human Medicines (Amendment etc.) (EU Exit) Regulations 2019 (SI 2019 No. 775), that allows the Product to be placed on the market in the Territory.

**"Confidential Information"** means any business, commercial or technical information (in whatever form or media) of either Party that is marked or otherwise indicated as confidential when disclosed or would otherwise be regarded as confidential by a reasonable business person relating to the business, affairs, technologies, products, customers, clients or suppliers of that Party or its Affiliates which is provided by or on behalf of one Party to the other Party pursuant to this Supply Agreement or to which a Party obtains access as a consequence of entering into or performing this Supply Agreement (in each case whether before, on or after the Effective Date);

Confidential Information includes any information or materials possessed or developed by either Party or their respective Affiliates, whether possessed or developed before, on or after the Effective Date, in relation to the Product and/or services provided hereunder (including know how, processes, techniques, specifications, reports, analyses, sources of supply, marketing plans, sales strategies and pricing information), except for such information that is demonstrably non-confidential in nature. The terms of this Supply Agreement (but not its existence) will be regarded as the Confidential Information of both Parties;

**"Conforming Product"** means Product that has been Manufactured in accordance with and meets the requirements of clauses 3.4 and 3.5;

**"Control"** means: (a) to possess, directly or indirectly, the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, or (b) to own, directly or indirectly, fifty percent (50%) or more of the outstanding voting securities or other ownership interest of such Person, or (c) in the case of a partnership, control of the general partner, and "Controls" and "Controlled" shall be construed accordingly;

**"Cost of Goods"** means the fully burdened aggregate reasonable direct and indirect costs and expenses incurred by AstraZeneca (on a "no profit no loss" basis) to manufacture the Product, consisting solely of:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In addition to the costs listed above, "Cost of Goods" will also include each of the following fully burdened aggregate reasonable costs and expenses incurred by AstraZeneca to manufacture the Product, [REDACTED] of the value of (a) to (i) above, consisting of:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Costs are incurred in multiple currencies and AstraZeneca will employ the prevailing AZ Exchange Rate. In each case of (a) through (m) inclusive above, and (q) through (s) inclusive below, to the extent specifically attributable to the Manufacture of the Product pursuant to this Supply Agreement as determined in accordance with IFRS, as applicable, and in each case, calculated by AstraZeneca in a manner consistent with (x) its treatment of such costs with respect to other vaccine products, and (y) its calculation of "Cost of Goods" in other supply agreements in respect of the Product, in each case without disadvantaging the Product on account of the terms of this Supply Agreement or otherwise.

The term "Cost of Goods" excludes each of the following but each of the items in items (q), (r) and (s) below shall be invoiced (on a "no profit no loss" basis) in accordance with Clause 11.7 as and when incurred:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

**"Crown"** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Assembly Government), including, but not limited to, government ministers, government departments, government and particular bodies, and government agencies;

**"Cure Period"** has the meaning given in clause 22.5.1;

**"Defect"** or **"Defective"** means, in respect of a Product, that it is not compliant with the Specification, Marketing Authorisation, Regulatory Approvals for the Product, Documentation, Minimum Shelf Life (subject to Section 3.5) or Applicable Laws;

**"Delivery Location"** means the Purchaser's nominated facility in the Territory as notified to AstraZeneca by the Purchaser;

**"Delivery Schedule"** has the meaning given in clause 6.1;

**"Development"** means any and all research, discovery, characterisation, preclinical, clinical and regulatory activity with respect to the Product (including the submission of filings with applicable Regulatory Authorities to support such preclinical and clinical activities and seek the Marketing Authorisation), including undertaking any clinical studies necessary to establish reimbursement and including clinical trials conducted after the Product receives a Marketing Authorisation in order to (a) maintain the existing Marketing Authorisation; or (b) convert a Conditional Approval into an unconditional Marketing Authorisation where necessary;

**"Devolved Administrations"** means the devolved administrations of Scotland, Wales and Northern Ireland (the Scottish Parliament, the Welsh Assembly and the Northern Ireland Assembly);

**"Documentation"** has the meaning given in clause 6.6;

**"DOTAS"** means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act

2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;

**“Effective Date”** means the date on which this Supply Agreement is signed by both Parties;

**“Emergency Supply”** means any supply of the Product under this Supply Agreement pursuant to an Emergency Use Authorisation;

**“Emergency Use Authorisation”** means any emergency use approval issued pursuant to Regulation 174 of the Human Medicines Regulations 2012 (or any replacement or superseding legislation);

**“Facilities”** means each and all of the facilities used in respect of the Manufacturing of the Product to be supplied pursuant to this Supply Agreement, including the UK Supply Chain;

**“Force Majeure”** means any circumstances beyond a Party’s reasonable control, subject to that Party having taken all reasonable steps (both anticipatory and reactionary) to avoid or mitigate such risks, such as labour disturbances or labour disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, war, acts of terrorism, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, default of suppliers or sub-contractors, theft, or other occurrences. For the avoidance of doubt, (i) the withdrawal of the United Kingdom from the European Union and any related circumstances, events, changes or requirements; and (ii) the pandemic declared in respect of SARs-CoV-2; are each foreseeable risks and shall not be deemed an event of Force Majeure;

**“Fraud”** any offence under Applicable Laws creating offences in respect of fraudulent acts, including any fraudulent acts in relation to this Supply Agreement, or defrauding or attempting to defraud or conspiring to defraud the Crown;

**“GDPR”** means the General Data Protection Regulation (Regulation (EU) 2016/679);

**“Good Manufacturing Practice”** means the then-current principles and guidelines of good manufacturing practice and general biologics products standards contained in Applicable Laws and Guidance which apply to the Product in the Territory from time to time, which may include: (a) EC Directive 2003/94/EC laying down the principles and guidelines of good manufacturing practice in respect of medicinal products for human use and investigational medicinal products for human use, (b) EC Directive 2001/83/EC laying down the principles and guidelines of good manufacturing practice for medicinal products; (c) further guidance as published by the European Commission in Volume IV of “The Rules Governing Medical Products in the European Community” and (d) ICH Q7 Guideline, The Rules Governing Medicinal Products in the European Union, Volume 4, Part II, in each case as may be amended from time to time;

**“Governmental Authority”** means any government, supra-national, regional, regulatory or administrative body, authority, board, commission or agency, including any corresponding foreign agency or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, tribunal or judicial or arbitral body, or any committee exercising any executive, legislative, regulatory or administrative functions of government, whether local or national, including the Regulatory Authorities;

**“Guidance”** means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Product or medicinal products in the Territory, to the extent that the same are published and publicly available by any of the Purchaser, NHS Improvement, NHS England, the MHRA, the European Medicine Agency or the European Commission (in each case to the extent applicable to the UK), the Care Quality Commission and/or any other regulator or competent body;



[REDACTED]

**"Health Service Body"** means:

- (a) the Department of Health and all divisions and agencies thereof and any independent NHS board or similar body that may be established including regional agencies of such board;
- (b) a GP (being a medical practitioner providing general medical services or personal medical services under the National Health Service Act 2006 (c.41) (whether operating in partnership with others or not));
- (c) health service bodies referred to in section 9 of the National Health Service Act 2006 (c.41);
- (d) the Secretary of State for Health;
- (e) any care trust as defined in section 77 of the National Health Service Act 2006 (c.41);
- (f) any NHS foundation trust listed in the register of NHS foundation trusts maintained pursuant to section 39 of the National Health Service act 2006 (c.41);
- (g) any body replacing or providing similar or equivalent services to any of the above in any area of the United Kingdom including any bodies established pursuant to the Health and Social Care Act 2012 including but not limited to NHS England; and
- (h) any statutory successor to any of the above;

**"IFRS"** means International Financial Reporting Standards.

**"Indemnifying Party"** has the meaning given in clause 18.5;

**"Indemnitee"** has the meaning given in clause 18.5;

**"Indirect Tax"** means value added, sales, consumption, goods and services taxes or other similar taxes required by Applicable Law to be disclosed as a separate item on the relevant invoice including, for the avoidance of doubt, any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112);

**"Initial Term"** has the meaning given in clause 22.1;

**"Intellectual Property Rights"** means all patent rights, supplemental protection certificates and patent term extensions, trademarks, copyrights, design rights, database rights, domain names, rights in inventions, confidential information, know-how, trade names, business names, get-up, logos and trade dress, and all other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications and rights to apply for the above, anywhere in the world in each case for their full term and any extension thereto;

**"IT Media"** has the meaning given in clause 17.16;

**"KPIs"** mean those key performance indicators listed in schedule 6;

**"Labelling"** means all labels, package inserts (including patient information leaflets), carton imprints and all other markings on packaging for the Product that are defined as labels or

labelling under the Specifications or otherwise required under Applicable Laws to market or commercialise the Product for use;

**"Licence Committee"** means the joint steering committee established pursuant to the Licence Agreement at which a representative from the Crown may attend;

**"Licensing Authority"** means (i) the MHRA; and (ii) if it has authority under the Applicable Laws of the Territory to grant and recommend the grant of the Marketing Authorisation that has full legal force in the Territory to authorise commercial use of the Product in the Territory after its Delivery hereunder, the European Commission acting on the evaluation of the European Medicines Agency ("**EMA**") (or any successor agency thereto) with the same authority in the UK;

**"Losses"** means any and all liabilities, claims, demands, causes of action, damages, losses, costs and expenses, including interest, penalties and reasonable legal and professional fees and disbursements;

**"Manufacture"**, **"Manufactured"** or **"Manufacturing"** means all activities involved in or relating to the manufacturing, quality control testing (including in-process, release and stability testing), processing, Labelling, releasing, packaging, storage and transport of the Product immediately prior to supply to the Purchaser hereunder;

**"Marketing Authorisation"** means the Regulatory Approval required under Applicable Laws in the Territory to place the Product on the market for human use outside of clinical trials, including any conditional use approval or any approval issued pursuant to Directive 2001/83/EC or Part 5 of the Human Medicines Regulations 2012 (or any replacement or superseding legislation), but excluding any pricing or reimbursement approvals;

**"MHRA"** means the Medicines and Healthcare products Regulatory Agency or any successor agency thereto;

**"Minimum Shelf Life"** means, subject to the Parties' agreement (acting reasonably having regard to the available stability data) to vary this definition in writing in accordance with clause 2, and subject to clause 3.5.4, [REDACTED] at the time of Delivery or such longer period of time as AstraZeneca may notify the Purchaser from time to time based on stability data generated;

**"Open Book Basis"** has the meaning given in clause 11.3.

**"Person"** means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture, Governmental Authority, or similar entity, institution, body or organization, including a Regulatory Authority;

**"Personal Data"** shall have the same meaning as defined in the GDPR;

**"Personnel"** means the employees, officers, agents and contractors of a Party or (where, the context requires, those of a Party's Affiliates);

**"Price"** has the meaning given in clause 11.1, as such amount may be varied in accordance with the terms of this Supply Agreement;

**"Product"** means the ChAdOx1 recombinant viral vector vaccine known as AZD1222 undergoing clinical trials as of the Effective Date sponsored by the Head Licensor, AstraZeneca and/or their respective Affiliates, presented in final formulated, labelled and finished form, for the prophylaxis and vaccination against SARS-CoV-2 in humans;

**“Project Manager”** has the meaning given in clause 2.1;

**“Proposed Delivery Schedule”** has the meaning given in clause 6.1;

**“Regulatory Approval”** means all technical, medical and scientific licenses, registrations, authorisations and approvals (including approvals of INDs, NDAs, BLAs, supplements and amendments, pre- and post- approvals and labelling approvals) issued by any Regulatory Authority, which are necessary or useful for the use, Development, Manufacture, and commercialisation of a pharmaceutical or biopharmaceutical product in a country or regulatory jurisdiction;

**“Regulatory Authority”** means any Governmental Authority that is concerned with the safety, efficacy, reliability, Manufacture, investigation, sale or marketing of the Product, including the MHRA and its successors and its equivalents and their successors in the Territory;

**“Representation”** has the meaning given in clause 31.8;

**“Representatives”** has the meaning given in clause 17.2;

**“Specification”** means the written specifications for the manufacture, processing, packaging, labelling, testing and testing procedures, shipping, storage and supply of the Product, including characteristics, quality and processing of the Product as set out in schedule 1, and as set forth with respect to such Product in the Marketing Authorisation (or, in the case of Emergency Supply, in the pending application for a Marketing Authorisation for the Territory), as such specifications may be amended or replaced from time to time as permitted under this Supply Agreement;

**“Subcontractor”** has the meaning given in clause 31.6.1;

**“Target Cost of Goods”** means [REDACTED];

**“Tax Event”** shall include:

- (a) fraudulently failing to pay any amount of Tax to HM Revenue & Customs within any applicable time limit (including any extensions due to an appeal) for the payment of such Tax without incurring interest and/or penalties, unless such amount of Tax is subject to a *bona fide* challenge;
- (b) fraudulently claiming any relief, allowance, credit, deduction, exemption or set-off in respect of any Tax (or relevant to the computation of any income, profits or gains for the purposes of any Tax), or any right to or actual repayment of or saving of Tax;
- (c) failure of an avoidance scheme in which AstraZeneca was involved, and which was, or should have been, notified to HM Revenue & Customs under the DOTAS or equivalent regime; and
- (d) any of the above being finally determined by a tribunal or court to have occurred;

**“Term”** has the meaning given in clause 22.1;

**“Terminating Party”** has the meaning given in clause 22.5;

**“Territory”** means the United Kingdom of Great Britain and Northern Ireland;

**“Third Party”** means any Person other than AstraZeneca, the Purchaser and their respective Affiliates and permitted successors and assigns;

“Third Party Claim” has the meaning given in clause 18.1;

“UK Supply Chain” means the Facilities identified in schedule 2;

“VAT” means: (i) any Indirect Tax chargeable under or pursuant to Council Directive 2006/112/EC of the European Union; or (ii) any value added, turnover, sales, use or distribution Indirect Tax, or Indirect Tax of a like nature in any jurisdiction outside the European Union; and



1.2 In this Supply Agreement the following rules of interpretation shall apply:

- 1.2.1 the words “**hereof**”, “**herein**”, “**hereto**” and “**hereunder**” and words of similar import, when used in this Supply Agreement, shall refer to this Supply Agreement as a whole and not to any particular provision of this Supply Agreement;
- 1.2.2 when a reference is made in this Supply Agreement to a clause or schedule, such reference is to a clause of or a schedule to this Supply Agreement respectively, and all schedules to this Supply Agreement form a part hereof for all purposes;
- 1.2.3 the table of contents and headings of this Supply Agreement are for convenience only and shall not affect the construction of this Supply Agreement;
- 1.2.4 any reference to an English statutory provision or English legal term for any action, remedy, method of judicial proceeding, document, legal status, court, official or any other legal concept or thing or Applicable Law shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English statutory provision or English legal term;
- 1.2.5 the words and expressions “**holding company**”, “**parent undertaking**”, “**subsidiary**” and “**subsidiary undertaking**” have the meanings given to them in the Companies Act 2006;
- 1.2.6 any reference to a **Party** or the **Parties** is to a party or the parties (as the case may be) to this Supply Agreement and shall include legal successors and/or any permitted assignees of a party;
- 1.2.7 any use of the masculine, feminine or neuter gender respectively includes the other genders and any reference to the singular includes the plural (and vice versa);
- 1.2.8 the words “**other**”, “**include**”, “**including**”, “**such as**” and “**in particular**” (and similar expressions) do not connote limitation in any way and will be deemed to be followed by the phrase “without limitation”;
- 1.2.9 the words “**herein**”, “**hereof**” and “**hereunder**”, and words of similar import, will be construed to refer to this Supply Agreement in its entirety and not to any particular provision hereof;
- 1.2.10 any reference to a “**month**” means a calendar month, any reference to a “**day**” means a calendar day;
- 1.2.11 any reference to GBP, Pounds Sterling or £ is to the lawful currency from time to time of the United Kingdom of Great Britain and Northern Ireland;

- 1.2.12 any reference to a **statute** or **statutory provision** includes any successor legislation thereto in the Territory, regulations promulgated thereunder, any consolidation or re-enactment, modification or replacement thereof, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time, including legislation to implement in the Territory any European Union legislation (or equivalent to the European Union legislation) following the expiry of the transition period after the United Kingdom's exit from the European Union;
  - 1.2.13 provisions that require that a Party, the Parties or any committee hereunder to **"agree"**, **"consent"** or **"approve"** or the like will require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (excluding e-mail or instant messaging, but a signed PDF document being acceptable);
  - 1.2.14 where a statement, representation, or warranty is qualified by a Party's **knowledge**, a Party shall be deemed to have made commercially reasonable enquiries to confirm the accuracy of the statement, representation, or warranty;
  - 1.2.15 the term **"or"** and **"and/or"** will be interpreted in the inclusive sense commonly associated with the term **"and/or"**;
  - 1.2.16 the words **"notify"** and **"notification"** in this Supply Agreement shall, when referring to notifications as between the Parties to this Supply Agreement (or their representatives), mean notify or notification in writing in accordance with clause 31.1 of this Supply Agreement; and
  - 1.2.17 any reference to **"writing"** or **"written"** shall include any modes of reproducing words in a legible and non-transitory form (including email, but excluding SMS or temporary messages).
- 1.3 In case of a conflict between the provisions of any schedule and the provisions of the main body of this Supply Agreement, the provisions of the main body of this Supply Agreement shall prevail.
- 1.4 In this Supply Agreement the Purchaser is acting as part of the Crown.

## 2. **GOVERNANCE**

- 2.1 From the Effective Date each Party shall appoint, and provide details to the other Party, of its project manager ("**Project Manager**") who shall be responsible for and represent the applicable Party in liaison between the Parties concerning performance and progress under this Supply Agreement. Each Party shall procure that its respective Project Manager shall:
- 2.1.1 make themselves reasonably available to the other Project Manager for meetings in accordance with the provisions of this clause 2;
  - 2.1.2 co-operate fully, candidly and transparently with the other Project Manager in connection with those matters set out in schedule 5 and the progress towards and achievement of the KPIs, and to ensure that any actual or potential issues, difficulties or problems encountered in connection with this Supply Agreement are raised and discussed between Project Managers at the earliest opportunity;
  - 2.1.3 be a suitably qualified person who is part of the relevant Party's team working on and has good first-hand knowledge of matters concerning this Supply Agreement, including those set out in schedule 5, and can discuss matters related to the KPIs; and

- 2.1.4 ensure that they appraise themselves and keep themselves apprised of all material matters and issues concerning this Supply Agreement, including those set out in schedule 5, and progress towards and achievement of the KPIs.
- 2.2 The Project Managers shall report on, discuss, consult on and raise any concerns regarding the Facilities, Manufacturing and supply of Product under this Supply Agreement, including those matters set out in schedule 5, and progress towards and achievement of the KPIs. The Project Managers and their meetings shall be separate from the Licence Committee but the same Project Managers may also be members of the Licence Committee and, without limiting the foregoing obligations concerning those matters set out in schedule 5 and the KPIs, AstraZeneca's Project Manager shall have no obligation to report on or discuss matters reported on or discussed at the Licence Committee. Each Party shall use reasonable efforts to minimise a change of its Project Manager, but any change of a Project Manager shall be notified as soon as reasonably possible in writing and each Party shall use reasonable endeavours to ensure notice of any change on no less than one (1) month's prior written notice.
- 2.3 The Project Managers will meet at such times as they reasonably elect to do so provided that they shall meet at least once every two weeks unless they both agree to a less frequent meeting schedule. The Project Managers may meet via teleconference or videoconference or as otherwise agreed by the Project Managers. Additionally, either Project Manager may call a special meeting at any time; provided that the requesting Party provides at least three (3) days' prior written notice to the other Project Manager and such notice includes a proposed agenda for such meeting. Each Party will be solely responsible for its own Project Manager's expenses relating to attending and participating in the meetings.
- 2.4 The Parties agree that Purchaser shall have a right of consultation in respect of the matters set out in Part A of schedule 5 or any other matters which will negatively impact or delay supply under this Supply Agreement. Before AstraZeneca takes or implements any decisions under, or which will negatively impact or delay supply under, this Supply Agreement, or are decisions in respect of those matters set out in Part A of schedule 5, AstraZeneca shall ensure that its Project Manager first provides the Purchaser's Project Manager with a reasonable opportunity to consult on and provide comments on AstraZeneca's proposed decision. AstraZeneca shall take on board and use Reasonable Best Efforts to take into account and implement any reasonable requests and comments of the Purchaser in respect of such matters.
- 2.5 The Project Managers shall not have any authority to bind the Parties with respect to this Supply Agreement.

### 3. MANUFACTURE AND SUPPLY OF PRODUCT


- 3.1 AstraZeneca shall supply the Product to the Purchaser, and the Purchaser shall purchase the Product, subject to and in accordance with the terms and conditions of this Supply Agreement.
- 3.2 AstraZeneca shall ensure that the volume of Product that is the subject of the Order shall be supplied to the Purchaser in accordance with the obligations under clause 6. [REDACTED]

[REDACTED]

[REDACTED]

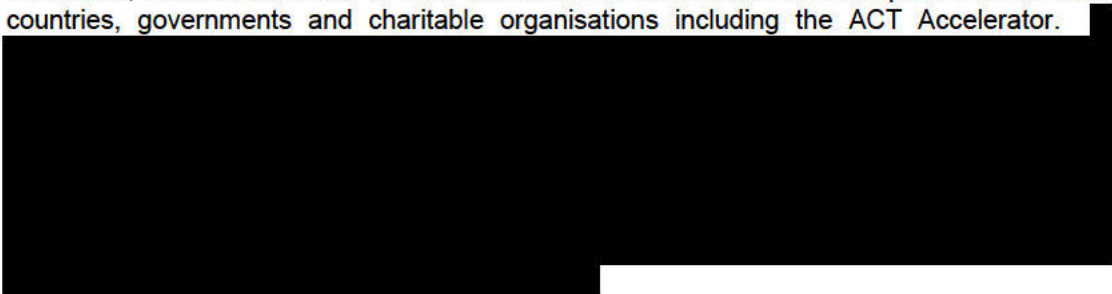
[REDACTED]



- 3.3 AstraZeneca shall procure that it, its Affiliates and Subcontractors shall exercise the same level of effort, diligence and care in the Manufacture and supply of the Product to the Purchaser hereunder as AstraZeneca would exercise in carrying out the same or substantially similar services itself.
- 3.4 AstraZeneca shall procure that the Product to be supplied under this Supply Agreement has been Manufactured (including being released) in compliance with Applicable Laws, Good Manufacturing Practice, Guidance, and (other than in the case of Emergency Supply) the Marketing Authorisation.
- 3.5 AstraZeneca shall ensure that all Product supplied to the Purchaser (or its agent or designee) under this Supply Agreement shall, at the time of Delivery:
  - 3.5.1 comply fully with the Specification and (other than in the case of Emergency Supply) the Marketing Authorisation;
  - 3.5.2 be free of any identifiable defects and be unadulterated;
  - 3.5.3 be labelled in accordance with the Marketing Authorisation (or Emergency Use Authorisation if applicable) and Applicable Laws and compliant with the Documentation accompanying such Product;
  - 3.5.4 has, subject to AstraZeneca using Best Reasonable Efforts, a remaining shelf life that is no less than the Minimum Shelf Life, 
  - 3.5.5 be new and have not (i) previously left the control of AstraZeneca; (ii) been rejected or returned by any other entity, or (iii) been reprocessed or reworked; in each case of (i), (ii) and (iii) prior to their supply to the Purchaser under this Supply Agreement.
- 3.6 AstraZeneca shall be solely responsible for the Manufacturing of the Product, and its supply of Product to the Purchaser hereunder. Such responsibilities shall include undertaking and coordinating all Manufacturing activities (including procuring all raw materials, equipment and services for the same), bulk holding stability studies, undertaking and validating manufacturing trials, validation activities (including, but not limited to, method, process and equipment cleaning validation), raw material and in-process testing, bulk finished product and stability (chemical and/or microbial) tests, and all other tests and certifications required by the Specification, Guidance, Marketing Authorisation and Applicable Laws.
- 3.7 Where and insofar as expressly stated in writing by the Purchaser to AstraZeneca, the Purchaser may appoint one or more Authorised Agents to act on the Purchaser's behalf in relation to part or all of this Supply Agreement, including to receive one or more Deliveries of

any Product (or part thereof). AstraZeneca shall work and co-operate reasonably with each Authorised Agent appointed by the Purchaser upon such notification.

- 3.8 Nothing in this Supply Agreement shall amount to an exclusive purchasing obligation on the Purchaser or preclude or restrict the Purchaser from purchasing any products whatsoever from Third Parties, including any products that are complementary to, competitive to, equivalent to, or substitutable for the Product or that are indicated for or expected to be beneficial for use in the prophylaxis, treatment or vaccination against SARS-CoV-2.
- 3.9 AstraZeneca agrees and acknowledges that Purchaser may donate or transfer, at no profit to Purchaser, Product Delivered to the Purchaser that is in excess of its requirements to other countries, governments and charitable organisations including the ACT Accelerator.



#### **4. MANUFACTURING FACILITIES AND MATERIALS**

- 4.1 AstraZeneca represents to the Purchaser that schedule 2 is a complete list of all Facilities that are, subject to clause 3.2.3, designated for Manufacture of Product to be supplied to the Purchaser pursuant to this Supply Agreement. AstraZeneca shall not, and shall procure that its Affiliates and Subcontractors shall not use any other facilities, beyond those listed in schedule 2, except as provided in clause 3.2.3.
- 4.2 AstraZeneca either owns or operates the Facilities within the scope of its [REDACTED] obligations, or has or will have a legally binding agreement in place, in each case in order to use, or have used, the Facilities within the scope of its [REDACTED] obligations for the purposes of Manufacturing Product pursuant to this Supply Agreement and to ensure the supply and Delivery of Product. AstraZeneca represents to the Purchaser that, to AstraZeneca's knowledge, the Facilities for the UK Supply Chain will be appropriate and sufficient for the Manufacture and Delivery of Conforming Product in the volumes that are the subject of the Order and in accordance with the terms of this Supply Agreement.
- 4.3 AstraZeneca shall:
- 4.3.1 keep, or procure the keeping of the Facilities in a state and condition that meets GMP, and is suitable and necessary for the successful Manufacture of the Product to enable AstraZeneca to comply with its obligations to supply the Product to the Purchaser in accordance with this Supply Agreement;
  - 4.3.2 ensure that the Facilities have and will throughout the Term continue to hold all necessary Regulatory Approvals to operate and Manufacture Product for supply and Delivery under and in accordance with this Supply Agreement; and
  - 4.3.3 use good faith efforts to procure permission for the Purchaser or the Purchaser's nominees, during normal business hours having given reasonable advance notice, access to the Facilities to enable the Purchaser (or its nominees) to inspect and review the Manufacturing activities, and the quality assurance processes in relation to the Product.
- 4.4 AstraZeneca shall, with effect from the Effective Date and throughout the Term, use Best Reasonable Efforts to maintain, rotate and replenish an effective supply of Manufacturing



materials (including raw materials) required for the Manufacture of the Product in order to ensure that AstraZeneca, its Affiliates and their Subcontractors have sufficient materials and raw materials to Manufacture of the Product in order to meet the Delivery Schedule. AstraZeneca shall use Best Reasonable Efforts to mitigate any waste or unused amount of Manufacturing materials purchased and included within Cost of Goods.

4.5 AstraZeneca shall use either the MHRA procedure or the EMA centralised procedure or both in order to obtain the Marketing Authorisation in the Territory at the earliest possible date. If AstraZeneca uses only the EMA centralised procedure and if the Marketing Authorisation is not granted before 1 January 2021 and the EMA centralised procedure ceases to be a recognised procedure for granting a Marketing Authorisation under English law, then AstraZeneca shall follow the advice of the MHRA and take steps to secure a Marketing Authorisation as quickly as possible for the Territory based on that advice which may include pursuing a separate application for a Marketing Authorisation with the MHRA in parallel with the EMA centralised procedure. AstraZeneca shall ensure that the Marketing Authorisation granted for the Territory will include the UK Supply Chain and the other Manufacturing facilities in Europe as Facilities qualified and validated for Manufacture of the Product to be supplied to Purchaser under this Supply Agreement.

5. **ORDERING**

5.1 Promptly after the Effective Date the Purchaser shall submit to AstraZeneca a written order for one hundred million (100m) doses of the Product (the "Order"), together with the Purchaser's order number, VAT number, and invoice address.

5.2 AstraZeneca shall accept the Order in writing, and the confirmed Order shall be binding upon the Parties and subject to the terms and conditions set out in this Supply Agreement. All other terms and conditions (including any terms and conditions which the Purchaser purports to apply under any order, specification or other document attached to any order form) are hereby excluded.

5.3 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

5.4 The Parties agree and acknowledge that the Order is intended to represent the doses required by the Purchaser for the COVID-19 pandemic period, and that future orders for Product shall be placed by the Purchaser under another agreement to be negotiated by the Parties reasonably and acting in good faith.

6. **DELIVERY**

6.1 The preliminary delivery schedule, setting forth the quantities and timing of Delivery of each instalment of the Product, initially as estimated by AstraZeneca as of the Effective Date, is set out in schedule 3 (as updated from time to time in accordance herewith, the "**Proposed Delivery Schedule**"). AstraZeneca undertakes that it shall promptly update and refine such Proposed Delivery Schedule, from time to time, and notify the Purchaser of the same, to provide Purchaser its most accurate estimate, to AstraZeneca's knowledge, of anticipated quantities and timing but in doing so shall use its Best Reasonable Efforts to keep as close to the original version of the Proposed Delivery Schedule set out at the Effective Date. Using its Best Reasonable Efforts to deliver the same as soon as reasonably possible, and in any event not later than thirty (30) calendar days prior to each anticipated Delivery, AstraZeneca shall provide a firm and final delivery schedule for each instalment ("**Delivery Schedule**") setting forth the quantities of Product for delivery in that instalment and the date for delivery of that instalment of Product within the Order. Once the Delivery Schedule is notified to the Purchaser for an instalment of the Product, AstraZeneca may not adjust that Delivery Schedule without the prior consent in writing of the Purchaser. For the avoidance of doubt, AstraZeneca's delivery obligations herein remain subject always to AstraZeneca's obligations to supply Product in accordance with [REDACTED].

6.2 AstraZeneca shall:

6.2.1 deliver the Product FCA (Incoterms 2020) at the Delivery Location ("**Delivery**") with Delivery being complete upon the Product being unloaded at the Delivery Location by AstraZeneca;

6.2.2 ensure that the total volume of units set forth in the Order (as may be amended by the Purchaser pursuant to clause 5.3) shall be Delivered;

6.2.3 ensure that Delivery of Product (other than any replacement Product following a rejection of non-Conforming Product) shall not be made earlier than:

(a) the applicable date set forth in the Delivery Schedule without the prior written consent of the Purchaser;

(b) the date of grant or issuance of a Marketing Authorisation for the Product in the Territory; or

(c) the date of grant or issuance of an Emergency Use Authorisation for the Product in the Territory.

6.3 AstraZeneca shall not be in breach of its obligation to comply with the Delivery Schedule if:

- 6.3.1 there is a material delay in AstraZeneca securing the Marketing Authorisation for the Product in the Territory (an Emergency Use Authorisation for the Product in the Territory) provided that (i) AstraZeneca, its Affiliates and Subcontractors used all Best Reasonable Efforts in their respective activities to file for and secure the grant or issuance of the same; and (ii) delay was not caused by the breach of this Supply Agreement, the Licence Agreement or the Gross Negligence of, AstraZeneca, its Affiliates or Subcontractors;
- 6.3.2 there is any minor variance of dates of Delivery compared to the Delivery Schedule of up to five (5) Business Days due to the unpredictable nature of the Manufacturing of the Products, so long as such variance is notified to Purchaser as soon as reasonably practicable (a "**Grace Period**"); or
- 6.3.3 the Parties agree by mutual consent to vary the Delivery Schedule,

provided however that AstraZeneca has and shall continue to use all Best Reasonable Efforts to procure supply and Delivery of Conforming Product in accordance with (i) [REDACTED] and (ii) the Delivery Schedule and failing that as soon as possible outside of the timelines set forth in the Delivery Schedule.

6.4 [RESERVED].

6.5 AstraZeneca shall arrange for its nominated carrier to Deliver the Product to the Delivery Location and shall give the Purchaser no less than ten (10) Business Days' advance notice of the date of Delivery of the Product; provided, however, that such Delivery date shall not be earlier than the applicable date in the Delivery Schedule. Delivery shall be deemed complete when the Product has been unloaded at the Delivery Location. If the Purchaser cannot receive the Product within ten (10) Business Days of AstraZeneca's written notice, the Purchaser shall notify AstraZeneca of the same and then prior to making a later Delivery AstraZeneca shall keep and store the same in accordance with the applicable storage guidelines and requirements for up to thirty (30) Business Days following the notified Delivery date at the Purchaser's sole cost and expense (including the cost of any amounts required to insure the Product during such period). Following such thirty (30)-Business Day period, such Product shall be deemed to have been properly Delivered in accordance with this Supply Agreement and AstraZeneca may elect, at any time, in its sole discretion, (a) to continue to store such Product or (b) to destroy such Product; in each case at the Purchaser's sole cost and expense. The Minimum Shelf Life obligations hereunder for such stored Product shall be deemed reduced by the period of time that such Product is stored pursuant to this clause 6.5.

6.6 All Deliveries of the Product supplied hereunder shall, at the time of Delivery or reasonably in advance of the Delivery of the Product, be accompanied by the documentation specified in schedule 4 (the "**Documentation**").

6.7 If AstraZeneca, its Affiliates or any Subcontractor experience capacity limitations or shortages of the Product or a shortfall in bulk drug substance and/or other raw materials, ingredients, components, consumables and other materials (including Labelling and packaging materials) which are to be used for the Manufacture of the Product, then:

6.7.1 AstraZeneca shall promptly notify the Purchaser in writing if AstraZeneca, its Affiliates or any Subcontractor is unable, or anticipates with reasonable certainty that it will be unable, to supply Product in accordance with the requirements of this Supply Agreement in the quantities and within the time periods specified in the Order and Delivery Schedule;

6.7.2 the Parties shall discuss in good faith the reasons for such limitations or shortages (as applicable) and how to resolve such issues; and

6.7.3 AstraZeneca shall use its Best Reasonable Efforts to ensure that the Purchaser continues to receive [REDACTED] of the Product as necessary to meet the Order in accordance with the terms and conditions of this Agreement.

## 7. RISK AND TITLE

7.1 Risk of loss or damage and title to Products supplied under this Supply Agreement shall pass to the Purchaser upon Delivery of the Product to the Purchaser pursuant to clause 6.

## 8. INSPECTION AND REJECTION OF PRODUCT

8.1 Upon the later of Delivery of the Product and receipt of the Documentation, the Purchaser will inspect the Product and review the Documentation, and notify AstraZeneca in writing (within thirty (30) calendar days of the Delivery of the Product and receipt of the Documentation) if it rejects the Product ("**Rejected Product**") due to any Defect. AstraZeneca agrees that Purchaser may reject the portion, or if applicable, the whole, of any Delivery batch that would reasonably be expected to be Defective based on a reasonable sample of the Products taken indiscriminately from that Delivery batch that is found to have a Defect. Notwithstanding the above:

8.1.1 if a Defect in the Product was not reasonably ascertainable from a visual inspection of the Product and review of the accompanying Documentation; or

8.1.2 any Defect was a latent or hidden defect;

then such thirty (30) calendar day period shall not apply, provided that the Purchaser notifies AstraZeneca in writing of its subsequent detection of the Defect prior to expiration of the shelf life and within twenty (20) Business Days of the time the Purchaser first becomes aware of a Defect in the applicable Product (which may be prior to conducting root cause analysis) whereupon such Product shall be deemed a Rejected Product. Should the Purchaser notify AstraZeneca pursuant to this clause 8.1, Purchaser shall make available samples of the Rejected Product to AstraZeneca (or its nominated agent) for collection and testing.

8.2 In the event of a disagreement concerning whether Product has any Defect or is Conforming Product, AstraZeneca shall notify the Purchaser within fourteen (14) calendar days of its receipt of the Purchaser's notice of such Rejected Products. AstraZeneca and the Purchaser shall use their respective reasonable endeavours to resolve such disagreement as promptly as possible. Either Party may submit a sample of the allegedly Defective Product for testing to an independent testing laboratory of recognised standing in the industry (to be mutually agreed and approved by the Parties acting in good faith) ("**Laboratory**"), to determine whether or not such Product was Defective or Conforming Product at the time of Delivery. The findings of the Laboratory shall be final and binding on the Parties other than in the event of manifest error. The cost of the testing and evaluation by the Laboratory shall be borne by the Purchaser unless the Defect resulted from the Gross Negligence or Wilful Misconduct of AstraZeneca.

## 9. REMEDIES AND MITIGATION OF LOSSES

9.1 AstraZeneca acknowledges the critical importance that the Purchaser places on ensuring that Products are delivered free of Defect, in conformance with clauses 3.4 and 3.5, and in accordance with [REDACTED] and the Delivery Schedule.

9.2 In respect of any Rejected Product for which the Parties are in agreement that the Product is Defective or the Laboratory has found to be Defective, provided that the Purchaser notifies AstraZeneca of such Defect in accordance with clause 8.1, AstraZeneca shall at the Purchaser's election:

9.2.1 cancel Delivery of such Rejected Product without prejudice to the obligation to pay for such Rejected Product [REDACTED] or [REDACTED]

9.2.2 without prejudice to the obligation to pay for such Rejected Product [REDACTED], replace the Rejected Product with an identical quantity of Conforming Product, upon the Parties agreeing on the Delivery Schedule for such replacement Product, which AstraZeneca shall use Best Reasonable Efforts to Deliver on an expedited basis. [REDACTED] and [REDACTED]

the Rejected Product shall be made available for collection and disposal by AstraZeneca, which AstraZeneca shall collect in accordance with Applicable Law. In the event the relevant Defect is due to [REDACTED], AstraZeneca shall be responsible for (i) the cost of collection and disposal of Rejected Product and (ii) any of Purchaser's reasonable, and direct, out-of-pocket expenses actually incurred by Purchaser in connection with the storage, transportation and distribution of such Rejected Product after Delivery, provided that Purchaser shall use its Best Reasonable Efforts to mitigate any such costs. [REDACTED]

9.3 Without prejudice to any other provisions of, or remedies under, this Supply Agreement, if AstraZeneca does not Deliver Products in accordance with the Delivery Schedule (allowing for the applicable Grace Period), other than where such failure to Deliver is due to the default of the Purchaser or its Authorised Agents, then the Purchaser shall be entitled to refuse or cancel Delivery (in whole or part) of any such Products not Delivered in accordance with the Delivery Schedule, without prejudice to the obligation to pay for such Product unless the failure to Deliver Products in accordance with the Delivery Schedule results from [REDACTED]

9.4 If through any action or intervention by any foreign Government, funder or Third Party to direct, influence, mandate or persuade AstraZeneca, its Affiliates or any of its Subcontractors to take or not take any actions so as to affect the performance hereunder, or to affect the supply of Product hereunder (including Delivery in accordance with [REDACTED] and/or the Delivery Schedule) such that supply is prevented, adversely effected, reduced, delayed, interfered with, cancelled, suspended, terminated or otherwise interrupted (a "Contract Interference"), including any action taken pursuant to or in consequence of any order or direction under the US Defense Production Act, then AstraZeneca shall promptly notify Purchaser of such event and circumstance (including the consequences in terms of the anticipated date by when Delivery of Product could be made) and, without prejudice to its other remedies hereunder upon written notice to AstraZeneca, Purchaser may cancel any future deliveries of Product and terminate this Agreement, whereupon the consequences in clause 23 shall apply .

9.5 If the Purchaser rejects any Rejected Product (and does not elect to receive replacement Product), or this Supply Agreement is terminated in the circumstances identified in clause 23.2.2 prior to Delivery of the entire Order, then without prejudice to the Purchaser's other remedies set out herein:

9.5.1 in so far as AstraZeneca (or its Affiliates or Subcontractors) has purchased, committed to purchase, or reserved any raw materials, equipment and services for the Manufacture of the Product, and AstraZeneca has been paid the portion of the Price allocable to such raw materials, equipment and services, to the extent permitted by the terms of the applicable contract, the Purchaser can elect to acquire and take delivery of (or have its designee or Authorised Agent to acquire and/or take delivery of) any or all of the raw materials, equipment and/or services purchased, to be purchased or reserved by AstraZeneca (or its Affiliates or Subcontractors);

- 9.5.2 AstraZeneca shall cooperate and act reasonably with the Purchaser to promptly facilitate the transfer or novation to the Purchaser, its designee or Authorised Agent of any such raw materials, equipment or services so elected by the Purchaser.
- 9.6 In relation to any cancellation and termination of the Order in accordance with this Supply Agreement, or any other loss or liability that may arise, each Party shall take all Best Reasonable Efforts to mitigate any losses that it may suffer or for which the other Party may have to pay for in order to maximise the refund available to the Purchaser hereunder.
- 10. DEVELOPMENT, REGULATORY OBLIGATIONS AND INFORMATION REQUIREMENTS**
- 10.1 AstraZeneca shall itself and through its Affiliates be responsible at its sole cost and risk for the Development of the Product and for filing with and prosecuting to grant or issuance a Marketing Authorisation for the Product in the Territory from the Licensing Authority for an indication covering the prophylaxis and vaccination against SARS-CoV-2. AstraZeneca shall, and shall procure, the Development of the Product is undertaken (a) promptly, competently and in accordance with professional scientific standards; (b) using all Best Reasonable Efforts to develop the Product to be a licensed medicine within the Territory for the prophylaxis and vaccination against SARS-CoV-2; and (c) in accordance with its obligations under the Licence Agreement.
- 10.2 AstraZeneca shall ensure that:
- 10.2.1 it uses Best Reasonable Efforts to file an application for a Marketing Authorisation for the Product with the Licensing Authority [REDACTED]
- 10.2.2 in respect of prosecuting the application for a Marketing Authorisation for the Product in the Territory, AstraZeneca shall [REDACTED] it and its Affiliates use in prosecuting to grant or issuance a marketing authorisation for the Product anywhere else in the world.
- 10.3 AstraZeneca shall keep the Purchaser promptly and in any event within five (5) days informed of all material events relating to the Development of the Product in accordance with its obligations under (i) this Supply Agreement with respect to the KPIs; and (ii) the Licence Agreement in respect of the Licence Committee.
- 10.4 AstraZeneca shall (i) use Best Reasonable Efforts to prosecute, secure and maintain the Marketing Authorisation filed for the Product in the Territory for an indication covering the prophylaxis and vaccination against SARS-CoV-2; and (ii) secure and maintain all other Regulatory Approvals required in the Territory for the Development, Manufacture and supply to the Purchaser or its Authorised Agent of the Product in the Territory. This obligation shall continue to apply after the expiry or termination of this Supply Agreement until such time as the Purchaser notifies AstraZeneca in writing that it has used all units of the Product supplied under this Supply Agreement or the shelf life of such Products has expired.
- 10.5 AstraZeneca shall, and shall use Best Reasonable Efforts to procure that its Affiliates and Subcontractors shall comply with all requests and recommendations of the Licensing Authorities and any other Regulatory Authority in connection with the Product and its Manufacture.
- 10.6 To the extent that Purchaser is not informed through the License Committee, AstraZeneca shall promptly and in any event within five (5) days inform the Purchaser's Project Manager in writing if it knows or believes there to be any delay to, rejection of, or other issue jeopardising its grant

or renewal of any Regulatory Approval required for or applicable to the Product. If, in the Territory, any Regulatory Approval (or application for a Regulatory Approval) is:

- 10.6.1 rejected, withdrawn or suspended by the Licensing Authority;
- 10.6.2 withdrawn or amended by AstraZeneca (or its Affiliate) such that it no longer includes an indication covering the prophylaxis and vaccination against SARS-CoV-2; or
- 10.6.3 not renewed by the Licensing Authority following its expiry,

the Purchaser shall, without prejudice to its other remedies, be entitled to terminate this Supply Agreement and cancel any future deliveries of Product whereupon the consequences in clause 23 shall apply.

- 10.7 Where reasonably requested by the Purchaser for purposes of publication Public Health England's electronic catalogue, AstraZeneca shall provide the Purchaser with product information (including product photographs and descriptions) in such manner and upon such media as requested. AstraZeneca grants the Purchaser a perpetual, non-exclusive, royalty free licence to use and exploit such product information and any Intellectual Property Rights therein solely for the purpose of illustrating and describing the Product in product catalogues.

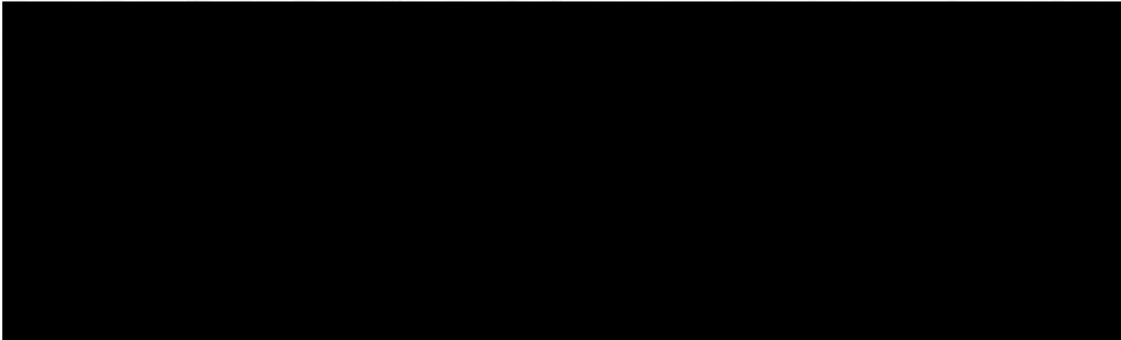
## 11. PRICE AND CHARGES

- 11.1 AstraZeneca shall supply Product to Purchaser pursuant to the Order at a price equal to the Cost of Goods of such Product excluding VAT (the "**Price**"). As at the Effective Date the Cost of Goods for such Product is estimated at the Target Cost of Goods per dose.
- 11.2 AstraZeneca shall use Best Reasonable Efforts to mitigate and reduce the Cost of Goods during the Term of this Supply Agreement. However, the Purchaser acknowledges that the work performed under this Agreement is for the expedited supply of a vaccine against the current global COVID-19 pandemic and AstraZeneca may not be able to mitigate and reduce costs to the extent it would outside a global pandemic.
- 11.3 AstraZeneca shall charge the Price and calculate the Cost of Goods on an Open Book Basis and provide transparency to the Purchaser as to the calculation of the same. "Open Book Basis" shall mean providing the Purchaser with access to information (i) in respect of the costs of the Product and (ii) as necessary to demonstrate its calculation is consistent with its approach in respect of other vaccine products, in each case solely to the extent necessary for the Purchaser to be able to verify that Cost of Goods has been calculated in accordance with the methods and principles set out in this Supply Agreement. Open Book Basis shall not require AstraZeneca to disclose detailed information with regard to its cost of goods for other products.
- 11.4 The Parties acknowledge that, subject to AstraZeneca's foregoing obligation, the Costs of Goods may vary during the Term as a result of changes in Manufacturing yield or other factors. AstraZeneca shall automatically pass on any increase or decrease in the Costs of Goods as compared to the Target Costs of Goods.
  - 11.4.1 AstraZeneca shall be entitled, on no less than fifteen (15) days' prior written notice to the Purchaser, to adjust the Target Cost of Goods to reflect any actual and verifiable change in the Cost of Goods subject to the Purchaser's right to inquire, challenge and audit any proposed increase ██████████ of the prior Target Cost of Goods, in which case, the Parties shall agree on an appropriate Price reconciliation mechanism where applicable to reflect any decrease or increase to the Target Cost of Goods having regard to the actual Cost of Goods.
  - 11.4.2 Notwithstanding any other provision of this Supply Agreement, but without limiting the Purchaser's remedies against AstraZeneca or increasing the Cost of Goods as a consequence of AstraZeneca's breach of this Supply Agreement or the supply of

Defective Product, in no circumstances shall the Price for Product be such that it would oblige AstraZeneca or its Affiliates to Manufacture and supply a Product at any time lower than the Cost of Goods.

- 11.5 The Price payable by the Purchaser under this Supply Agreement shall be payable in GBP.
- 11.6 The Purchaser acknowledges that costs are incurred in multiple currencies and AstraZeneca will employ the prevailing AZ Exchange Rate to convert such costs to GBP.
- 11.7 All costs, other than those identified at (q), (r) and (s) of the definition of Costs of Goods, associated with the Manufacture, supply and Delivery of Product, and AstraZeneca's obligations hereunder, shall be included in the Price of each Product. AstraZeneca shall perform its obligations under this Supply Agreement at its cost and expense. AstraZeneca shall invoice the Purchaser for items in clause (q) of the definition of Cost of Goods upon Delivery of the Product. In respect of items in (r) and (s) of the definition of Cost of Goods to the extent they are to be invoiced to the Purchaser:
- 11.7.1 AstraZeneca shall inform the Purchaser of estimated costs in respect of item (s) of the definition of Cost of Goods in advance of such costs being incurred;
- 11.7.2 AstraZeneca shall use Best Reasonable Efforts to minimise such costs and to incur such costs in a cost efficient manner; and
- 11.7.3 such items shall be invoiced in accordance with the payment and invoice terms set forth in clause 12.

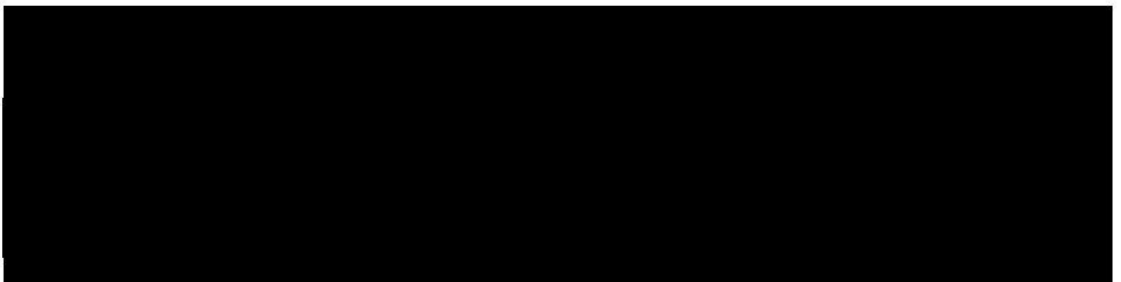
11.8




- 11.9 If following any audit the accountancy firm determines that the Price charged exceeds the actual Cost of Goods incurred by AstraZeneca for the Manufacture, supply and Delivery of the Product then AstraZeneca shall promptly within thirty (30) days refund such overpayment to the Purchaser together with interest calculated in accordance with the rate set forth in clause 12.5 from the date the overpayment was made by the Purchaser until the date the overpayment is refunded to the Purchaser. If following any audit the accountancy firm determines that the Price charged is less than the actual Cost of Goods incurred by AstraZeneca for the Manufacture, supply and Delivery of the Product then Purchaser shall promptly, but in any event within thirty (30) days, pay to AstraZeneca the outstanding amounts of such underpayment.

12. **INVOICING AND PAYMENT**

12.1





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- 12.2 The Purchaser shall pay each invoice properly submitted in accordance with this Supply Agreement and the invoice schedule within thirty (30) days after the date of the applicable invoice. To the extent a Price Reduction results in a credit to the Purchaser, such credit shall be payable to the Purchaser within thirty (30) days of the date of the applicable invoice.
- 12.3 All payments due to AstraZeneca under this Supply Agreement:
- 12.3.1 are exclusive of any VAT which may be chargeable, which if properly chargeable the Purchaser shall pay in addition at the rate and in the manner for the time being prescribed by Applicable Law and subject to AstraZeneca providing a valid and accurate VAT invoice;
  - 12.3.2 shall be made by the Purchaser by transfer to such UK bank account as AstraZeneca may from time to time notify in writing to the Purchaser; and
  - 12.3.3 shall be made in full and cleared funds, subject to any deduction or withholding which must be made under Applicable Laws.
- 12.4 Where Purchaser raises a query with respect to an invoice, the Parties shall liaise with each other and agree a resolution to such query within thirty (30) days, of the query being raised. If the Parties are unable to agree a resolution within thirty (30) days, the query shall be referred to dispute resolution in accordance with the dispute resolution procedure prescribed in this Supply Agreement. For the avoidance of doubt, the Purchaser shall not be in breach of any of any of its payment obligations under this Supply Agreement in relation to any queried or disputed invoice sums unless the process referred to in this clause 12.4 has been followed and it has been determined that the queried or disputed invoice amount is properly due to AstraZeneca and the Purchaser has then failed to pay such sum within thirty (30) days following such determination.
- 12.5 If the Purchaser fails to pay any amount payable under this Supply Agreement by the due date for payment, then without prejudice to any other rights or remedies that AstraZeneca may have interest shall accrue on that amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 12.6 AstraZeneca shall answer queries raised by the Purchaser regarding the calculation of AstraZeneca's Cost of Goods within a reasonable period of time and shall provide such information as the Purchaser may reasonably request in connection with such queries.

### 13. **WARRANTY AND UNDERTAKINGS**

- 13.1 AstraZeneca warrants and undertakes to the Purchaser that, at the time of Delivery:
- 13.1.1 the Products shall have been Manufactured, packaged, labelled, handled, stored and transported in accordance with, and comply in all respects with, (i) the Specifications; (ii) the Documentation and any Certificate of Analysis, (iii) the Marketing Authorisation (unless Delivered pursuant to an Emergency Use Authorisation); and (iv) Applicable Laws including Good Manufacturing Practices (including record and sample keeping, deviation reporting, testing and quality requirements);

- 13.1.2 subject to clause 3.5.4, the Products shall at the time of Delivery (or, in the event that Purchaser notifies AstraZeneca that Purchaser cannot receive the Product within ten (10) Business Days of AstraZeneca's written notice pursuant to clause 6.5, then as of the date of Delivery originally notified by AstraZeneca to Purchaser pursuant to clause 6.5) meet the Minimum Shelf Life requirement;
- 13.1.3 AstraZeneca shall, in fulfilling its obligations hereunder and supplying Product to the Purchaser shall comply with (and ensure the Products comply with) the regulatory requirements required by Applicable Laws in the Territory, including relevant provisions of:
- (a) Directive 2001/83;
  - (b) Title II of Regulation (EC) No 726/2004 of the European Parliament and of the Council of 31 March 2004 laying down Community procedures for the authorisation and supervision of medicinal products for human and veterinary use and establishing a European Medicines Agency;
  - (c) all Applicable Laws, regulations and Guidelines within the UK implementing the legislation referred to in clause 13.1.3(a) and 13.1.3(b) above;
  - (d) any Guidelines or directions or like documents that may be published during the Term of this Supply Agreement by the MHRA or EMA and are applicable to the Product at the time of manufacture; and
  - (e) the Medicines Acts 1968 and 1971 and the Human Medicines Regulations 2012 and the regulations made thereunder in the respect of the sale, supply, importation, manufacture or assembly of the Product. For the avoidance of doubt the Human Medicines Regulations 2012 take precedence in all matters covered therein;
- 13.1.4 it and its Affiliates have, and it will use Best Reasonable Efforts to ensure that its Subcontractors have, manufacturing and warehousing capacity and facilities that are, to AstraZeneca's knowledge, sufficient to Manufacture Products compliant with the requirements under this Supply Agreement;
- 13.1.5 to the extent required by clause 4.4, it will ensure that it procures and maintains sufficient levels of raw materials, consumables and other materials required to Manufacture the Order volumes in accordance with its obligations under this Supply Agreement; and
- 13.1.6 it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under this Supply Agreement (including those it may subcontract to others) and shall at all times comply with such quality controls and processes.
- 13.2 AstraZeneca further warrants and undertakes to the Purchaser that:
- 13.2.1 as at the Effective Date it has the right and authority to enter into this Supply Agreement and that it has the capability and capacity to fulfil its obligations under this Supply Agreement;
  - 13.2.2 as at the Effective Date it is a properly constituted limited liability company and that it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Supply Agreement and the documents referred to therein;

- 13.2.3 as at the Effective Date there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of AstraZeneca;
- 13.2.4 as at the Effective Date there are no material agreements existing to which AstraZeneca is a party which prevent AstraZeneca from entering into this Supply Agreement;
- 13.2.5 as at the Effective Date all necessary actions to authorise the execution of and performance of its obligations under this Supply Agreement have been taken before such execution;
- 13.2.6 it shall: (i) comply with all Applicable Law and Guidance to ensure that there is no slavery or human trafficking in its supply chains; and (ii) notify the Purchaser immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains;
- 13.2.7 it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Purchaser and shall provide to the Purchaser any reports or other information that the Purchaser may request as evidence of AstraZeneca's compliance with this clause 13.2.7 and/or as may be requested or otherwise required by the Purchaser in accordance with its anti-slavery Policy;
- 13.2.8 throughout the Term, to the knowledge of AstraZeneca, its Business Continuity Plan [REDACTED] during a Business Continuity Event, and it shall update its Business Continuity Plan from time to time as reasonably appropriate and necessary;
- 13.2.9 it shall not enter into any agreement with any foreign Government, funder or Third Party that would by its terms conflict with AstraZeneca's obligations hereunder or would be reasonably expected to prevent AstraZeneca from performing its obligations hereunder;
- 13.2.10 [REDACTED]
- 13.2.11 at the time of their Delivery, title to the Product supplied under this Supply Agreement will pass to the Purchaser as provided in this Supply Agreement free and clear of any security interest, lien, charge or other encumbrance.

### 13.3 Records

AstraZeneca shall (and shall procure that its Affiliates shall) maintain all records and reports with respect to the Manufacture and supply of the Product (and in relation to the provision of any other services) under this Supply Agreement as required by Applicable Laws and in any event for a minimum period of six (6) years following the termination or expiry of this Supply Agreement.

### 13.4 Product Recall

- 13.4.1 AstraZeneca shall be responsible for all costs of any recall or market withdrawal of the Product in the Territory, including reasonable, itemized, direct out-of-pocket costs and expenses actually incurred by or on behalf of the Purchaser and its Affiliates, as well as the Price (calculated on a pro-rated basis with respect to the number of recalled units of Product) to the extent such recall or market recall results

from the negligence or wilful misconduct of AstraZeneca, and is unrelated to a breach of this Supply Agreement by, or negligence or wilful misconduct on the part of, the Purchaser and/or any of its Affiliates or any of their respective Personnel. Otherwise, Purchaser shall be responsible for all costs of any recall or market withdrawal of the Product in the Territory. Should any recall require to be undertaken, AstraZeneca shall consult with the Purchaser in advance of such recall as to the reasons for it, and as to the most efficient method of executing the recall. Each Party shall use all Best Reasonable Efforts to minimise the impact on the other Party of the recall.

#### 14. ANTI-BRIBERY

14.1 AstraZeneca represents and warrants, on behalf of itself and its Affiliates, and its and their respective Personnel, if any, directly and effectively involved, in the performance of this Supply Agreement (together with AstraZeneca, the “**AstraZeneca Representatives**”) that:

14.1.1 it and the AstraZeneca Representatives have not committed (directly or indirectly) any offence under the Bribery Act 2010 or done any of the following (“**Prohibited Acts**”):

- (a) offered, given or agreed to give any officer or employee of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Purchaser or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the Purchaser; or
- (b) in connection with this Supply Agreement paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the Purchaser; and

14.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010; and

14.1.3 the AstraZeneca Representatives shall not knowingly take any action that will, or would reasonably be expected to, cause the Purchaser or its Affiliates to be in violation of any such laws or policies.

14.2 If AstraZeneca or AstraZeneca Representatives (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of AstraZeneca in relation to this or any other agreement with the Purchaser:

14.2.1 the Purchaser shall be entitled:

- (a) to terminate this Supply Agreement and recover from AstraZeneca the amount of any loss resulting from the termination;
- (b) to recover from AstraZeneca the amount or value of any gift, consideration or commission concerned; and
- (c) to recover from AstraZeneca any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010;

14.2.2 any termination under clause 14.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Purchaser; and

14.2.3 notwithstanding any dispute resolution procedure, any dispute relating to:

(a) the interpretation of clause 14; or

(b) the amount or value of any gift, consideration or commission,

shall be determined by the Purchaser, acting reasonably, and the decision shall be final and conclusive.

## 15. **PRODUCT SECURITY**

15.1 The Purchaser shall be responsible for destruction of all Conforming Product in its possession for which the shelf life has expired. AstraZeneca shall be responsible for destruction of all Defective Products. In complying with its respective destruction obligations, the applicable Party shall undertake such destruction within mutually acceptable timelines, and prior to the destruction the applicable Party possessing the applicable Product shall hold the same securely pending destruction. Each Party shall keep a record of any destruction it undertakes and shall promptly issue certificates of destruction to the other Party upon request. Such records shall be kept for a period of at least five (5) years.

15.2 The Purchaser shall comply with all Applicable Laws relating to the traceability of pharmaceutical products in accordance with AstraZeneca's specifications, standards, strategy and instructions applied by AstraZeneca to all of its distributors of medicinal products from time to time. Any amendment to such specifications, standards, strategy or instructions shall only be implemented by the Purchaser after a reasonable timeline agreed between AstraZeneca and the Purchaser.

15.3 The Purchaser warrants and undertakes that it will not alter or modify any Product in any way (including Labelling and packaging but excluding any transportation packaging) after delivery to the Delivery Locations.

15.4 After Delivery, all Products shall be: (i) stored securely by the Purchaser; and (ii) delivered, shipped and distributed by the Purchaser in a secure manner appropriate to the transportation route and destination, in each case (i) and (ii) to guard against and deter theft, diversion, tampering or substitution (with, for example, counterfeits).

## 16. **INTELLECTUAL PROPERTY**

16.1 Neither Party will gain any rights of ownership to or use of any property or Intellectual Property Rights owned by the other (whether by virtue of this Supply Agreement, by implication or otherwise).

16.2 AstraZeneca warrants, represents and undertakes to the Purchaser that either it is the sole proprietor and legal and beneficial owner of all Intellectual Property Rights in the Product or it is licensed by the relevant owners to Manufacture and supply the Product in accordance with this Supply Agreement and shall use Best Reasonable Efforts to ensure that it remains the owner and/or licensee (as applicable) of the Intellectual Property Rights in the Product throughout the Term of this Supply Agreement.

16.3 AstraZeneca warrants and represents to Purchaser that, to AstraZeneca's knowledge, any receipt, keeping, sale and use of the Product by the Purchaser, Authorised Agent, any Administering Entity or any Devolved Administration in accordance with this Supply Agreement shall not infringe any Intellectual Property Rights of any Third Party.

## 17. CONFIDENTIALITY

- 17.1 Each Party shall treat the Confidential Information of the other Party as strictly confidential and not disclose it to any Third Party for any purpose whatsoever without obtaining the prior written consent of the other Party and not make use of the Confidential Information of the other Party or any part thereof other than as permitted under this Supply Agreement, in each case other than to conduct its activities under this Supply Agreement and as expressly permitted under this clause 17. Each Party agrees to treat such Confidential Information with at least the same care and in the same manner as its own secret and valuable information.
- 17.2 AstraZeneca may disclose all or any part of the Confidential Information to its Affiliates, and to its and its Affiliates' respective Personnel and suppliers ("**Representatives**") as necessary to enable AstraZeneca's performance under this Supply Agreement, provided, however, that it ensures that such Representatives comply with the provisions of this clause 17. The Purchaser may disclose all or any part of the Confidential Information to Authorised Agents, Central Government Bodies and the Devolved Administrations ("**Representatives**") as necessary to enable the Purchaser's performance under this Supply Agreement, provided, however, that it ensures that such Representatives comply with the provisions of this clause 17.
- 17.3 The confidentiality obligations and use restrictions set forth in clause 17.1 shall not apply to:
- 17.3.1 information that is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party in breach of this clause 17);
  - 17.3.2 information that was available to the receiving Party or its Representatives on a non-confidential basis before disclosure by the disclosing Party;
  - 17.3.3 information that was, is or becomes available to the receiving Party or its Representatives on a non-confidential basis from a Third Party who, to the receiving Party's or the relevant Representative's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party or the Representative;
  - 17.3.4 information that is developed by or for the receiving Party or its Representatives independently of the information disclosed by the disclosing Party; or
  - 17.3.5 information for which disclosure is required to ensure the compliance of the Purchaser with any law including, but not limited to, the Freedom of Information Act 2000 (c.36) ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("**Codes of Practice**") or the Environmental Information Regulations 2004 (SI 2004/3391) ("**Environmental Regulations**"), provided, however, that the Purchaser has provided reasonable advance notice of the impending disclosure to AstraZeneca and provided further that it shall only disclose the information to the extent strictly necessary to comply with such laws.
- 17.4 AstraZeneca agrees that:
- 17.4.1 without prejudice to the generality of clause 17.3.5, the provisions of this clause 17 are subject to the respective obligations and commitments of the Purchaser and any Authorised Agent, Central Government Body, Administering Entity and Devolved Administration (as the case may be) under the FOIA, the Codes of Practice and the Environmental Regulations;
  - 17.4.2 the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Purchaser or an Authorised Agent,

Central Government Body, Administering Entity or Devolved Administration (as the case may be); and

- 17.4.3 where the Purchaser or an Administering Entity or Devolved Administration is managing a request as referred to in clause 17.4.2, AstraZeneca shall co-operate with the Purchaser and any Authorised Agent, Central Government Body, Administering Entity or Devolved Administration making the request and shall respond within five (5) Business Days of any request by it for assistance in determining how to respond to a request for disclosure.
- 17.5 AstraZeneca shall:
- 17.5.1 transfer any request for information, as defined under section 8 of the FOIA and/or the Environmental Regulations, to the Purchaser or an Authorised Agent, Central Government Body, Administering Entity or Devolved Administration as soon as practicable after receipt and in any event within five (5) Business Days of receiving a request for information;
- 17.5.2 provide the Purchaser or an Authorised Agent, Central Government Body, Administering Entity or Devolved Administration with a copy of all information in its possession or power in the form that the Purchaser or an Authorised Agent, Central Government Body, Administering Entity or Devolved Administration requires within five (5) Business Days (or such other period as the Purchaser or an Authorised Agent, Central Government Body, Administering Entity or Devolved Administration may specify) of the Purchaser or an Authorised Agent, Central Government Body, Administering Entity or Devolved Administration requesting that information; and
- 17.5.3 provide all necessary assistance as reasonably requested by the Purchaser or an Authorised Agent, Central Government Body, Administering Entity or Devolved Administration to enable the Purchaser or an Authorised Agent, Central Government Body, Administering Entity or Devolved Administration to respond to a request for information within the time for compliance set out in section 10 of the FOIA.
- 17.6 Subject to clauses 17.3.5 and 17.5 above, AstraZeneca hereby gives consent for the Purchaser to publish this Supply Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA and or the Environmental Information Regulations redacted), including from time to time agreed changes to this Supply Agreement, to the general public.
- 17.7 The Purchaser may, at its sole discretion, redact information from this Supply Agreement prior to publishing for one or more of the following reasons:
- 17.7.1 national security;
- 17.7.2 Personal Data;
- 17.7.3 confidential information protected by Intellectual Property Rights;
- 17.7.4 Third Party confidential information;
- 17.7.5 IT security; or
- 17.7.6 prevention of fraud.
- 17.8 The Purchaser shall consult with AstraZeneca to inform its decision regarding any exemptions and/or redactions, but the Purchaser shall have the final decision regarding such items. AstraZeneca shall assist and cooperate with the Purchaser to enable the Purchaser to publish

this Supply Agreement. The Purchaser will follow its own internal policies together with any applicable guidelines, including any published by the Treasury, the Cabinet Office or the Information Commissioner.

17.9 The Purchaser or an Authorised Agent, Central Government Body, Administering Entity or Devolved Administration shall consult AstraZeneca in relation to any request for disclosure of AstraZeneca's Confidential Information in accordance with all applicable guidance.

17.10 Each Party acknowledges that damages resulting from disclosure of the Confidential Information not permitted hereby would be an insufficient remedy. Each Party acknowledges and agrees that the other Party shall be entitled to seek, by way of private litigation, injunctive relief or other equitable relief in addition to any and all remedies available at law or in equity.

17.11 Each Party may disclose Confidential Information of the other Party to the extent that such disclosure is:

17.11.1 required by Applicable Laws, such as filing with securities regulators, or by an order of a Governmental Authority; provided that the receiving Party (where it is legally permitted to do so) shall first have given notice to the disclosing Party and given the disclosing Party a reasonable opportunity to seek a protective order or other form of confidential treatment for the information, or obtain assurances that the information be used only for the purposes for which the order was issued, and the receiving Party shall thereafter disclose only that portion of the information required to be disclosed in order to comply;

17.11.2 to a Regulatory Authority as reasonably necessary for the purposes of any filing, application or request for any marketing authorisation, licence or other Regulatory Approval made by or on behalf of AstraZeneca or its Affiliates in respect of the Product;

17.11.3 made by or on behalf of the receiving Party to legal, financial or other professional advisors, in each case for the purposes of advising on this Supply Agreement and/or on the transactions contemplated hereby and thereby; provided however that, in each case, such Persons shall be subject to obligations of confidentiality and non-use with respect to such Confidential Information and may only use such information for the purpose of assessing such transaction or providing such advice (as the case may be); or

17.11.4 for the purposes of any legal proceedings brought pursuant to clause 31.9.2;

provided that the Party making disclosures to a Third Party (other than a Governmental Authority) pursuant to clause 17.11.3 or clause 17.11.4 shall ensure that each Third Party recipient is bound by obligations of confidentiality no less restrictive than those contained in this Supply Agreement and shall be liable to the other Party for any breach of such confidentiality obligations by the relevant recipient.

17.12 Nothing in this clause 17 shall prevent the Purchaser from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by Applicable Law. Nothing in this Supply Agreement shall prevent the Purchaser from disclosing Confidential Information:

17.12.1 to any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 ("**Contracting Authority**"). All Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a Third Party which is not part of any Contracting Authority;



- 17.12.2 to any consultant, contractor or other person engaged by the Purchaser or any person conducting an Office of Government Commerce gateway review;
  - 17.12.3 for the purpose of the examination and certification of the Purchaser's accounts; or
  - 17.12.4 for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Purchaser has used its resources.
- 17.13 The Purchaser may disclose the Confidential Information of AstraZeneca:
- 17.13.1 on a confidential basis to any Central Government Body for any proper purpose of the Purchaser or of the relevant Central Government Body;
  - 17.13.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
  - 17.13.3 to the extent that the Purchaser (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
  - 17.13.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in clause 17.13.1 (including any benchmarking organisation) for any purpose relating to or connected with this Supply Agreement;
  - 17.13.5 on a confidential basis for the purpose of the exercise of its rights under this Supply Agreement, including the audit rights pursuant to clause 26; or
  - 17.13.6 on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Supply Agreement,
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Purchaser under this clause 17.
- 17.14 The Purchaser and AstraZeneca agree not to issue any press releases or public announcements concerning this Supply Agreement or its terms without the prior written consent of the other Party to the form, timing and content of any such release or announcement, except as required by Applicable Laws, including disclosure required by any securities exchange.
- 17.15 Subject to clause 17.16, on expiry or termination of this Supply Agreement or at any time at the disclosing Party's request, the receiving Party shall return to the disclosing Party all copies containing Confidential Information of the disclosing Party or, at the disclosing Party's option, destroy all copies of such Confidential Information. The return or destruction of the Confidential Information of the disclosing Party will not affect the receiving Party's obligation to observe the confidentiality and non-use restrictions in respect of that Confidential Information set out in this Supply Agreement.
- 17.16 Each Party may keep one (1) copy of Confidential Information for evidence purposes at a secure place subject to the confidentiality and non-use obligations provided in this clause 17. The aforementioned return and destruction obligation shall not apply to electronic copies of Confidential Information which are rightfully contained in computers, word processors, communication systems and system-backup media (collectively "**IT Media**") which do not need to be destroyed or returned, provided that such IT Media are: (i) overwritten in the ordinary course of their reuse; or (ii) at all times maintained in confidence and not readily accessible and the receiving Party shall treat such copies as confidential in accordance with this clause 17.

17.17 This clause 17 shall remain in force for the maximum period under Applicable Laws in respect of Confidential Information which comprises Personal Data or which relates to a patient, his or her treatment and/or medical records. Save as aforesaid, the obligations in this clause 17 shall last for the Term and for a period of ten (10) years thereafter.

18. **INDEMNITIES**

█ [REDACTED]

█ [REDACTED]



makes any representations or warranties with respect to the Product, including any warranties as to non-infringement or fitness for a particular purpose.

19.2 In no circumstances shall either Party be liable to the other Party, whether arising in tort (including negligence), contract or otherwise, for:

19.2.1 any indirect, special or consequential loss (whether or not reasonably foreseeable and even if the first Party had been advised of the possibility of the other Party incurring such loss or type of loss);

19.2.2 any loss of profits, revenue, anticipated savings, contracts, business or goodwill or loss or corruption of data (in each case whether direct or indirect); or

19.2.3 any cost incurred by Purchaser relating to the development, procurement, manufacture or supply of any product other than the Product.



19.4 Nothing in this Supply Agreement excludes or limits the liability of either Party for:

19.4.1 death or personal injury caused by that Party's negligence;

19.4.2 fraud or fraudulent misrepresentation;

19.4.3 the indemnities given under clause 18;

19.4.4 in the case of the Purchaser, failure to pay the Price for the Product or any other sums properly owing to AstraZeneca under this Supply Agreement; or

19.4.5 any other matter to the extent that such exclusion or limitation would be unlawful.

19.5 Neither Party shall be entitled under any provision of this Supply Agreement to recover damages, or obtain payment, reimbursement, restitution or indemnity more than once in respect of the same loss, shortfall, damage, deficiency, breach or other event or circumstance.

19.6 Neither Party shall be liable to the other Party for any claim under this Supply Agreement to the extent that the Party bringing such claim (or any of its Affiliates) contributed to the Losses that are the subject of such claim.

20. **INSURANCE**



21. **FORCE MAJEURE**

21.1 If a Party is prevented from or delayed in performing any of its obligations under the Supply Agreement by a Force Majeure then:

21.1.1 the relevant obligations under this Supply Agreement shall be suspended for as long as the Force Majeure continues and the affected Party shall not be in breach of this

Supply Agreement or otherwise liable for any such failure or delay in the performance of such obligations;

21.1.2 as soon as reasonably practicable after the start of the Force Majeure, the affected Party shall notify the other Party of the nature of the Force Majeure and the likely effects of the Force Majeure on its ability to perform its obligations under this Supply Agreement; and

21.1.3 as soon as reasonably practicable after the end of the Force Majeure, the affected shall notify the other Party that the Force Majeure has ended, and shall resume performance of its obligations under this Supply Agreement.

## 22. DURATION AND TERMINATION

22.1 This Supply Agreement commences and takes effect on the Effective Date and shall continue until the date on which the Order has been Delivered in full to Purchaser and free of Defects (the "**Initial Term**"), unless and to the extent this Supply Agreement is terminated earlier by a Party or the Parties in accordance with the provisions of this clause 22 (the "**Term**").

22.2 The Parties may, by mutual written agreement, extend the Initial Term subject to negotiation of the terms of such extension, including new orders of Product, amendments to the Delivery Schedule and the Price.

22.3 Either Party shall be entitled to terminate this Supply Agreement upon written notice to the other Party if (i) an adverse safety signal exists in any population in which the Product is being or has been tested which would be reasonably likely to cause the Product not to have a safety profile suitable for Regulatory Approval in the Territory, or (ii) there is evidence of futility of the Product which would be reasonably likely to cause the Product not to have a safety and efficacy profile suitable for Regulatory Approval in the Territory.

22.4 A Party who has been served notice of the Force Majeure event pursuant to clause 21 by the other Party may service written notice to terminate this Supply Agreement if the Force Majeure event has led to the suspension of the affected Party's obligations for six (6) months or more.

22.5 Either Party (the "**Terminating Party**") shall be entitled to terminate this Supply Agreement before the expiry of the Term in its sole discretion and upon written notice to that effect to the other Party, for material breach, if:

22.5.1 subject to clause 22.5.2, the other Party (the "**Breaching Party**") fails to comply with any of the material obligations under this Supply Agreement and fails to remedy the violation or breach within thirty (30) calendar days (in each case, the "**Cure Period**"), after having been notified in advance in writing by the Terminating Party. In such event, the right of the Terminating Party to claim damages for breach of contract shall remain unaffected; and

22.5.2 the Breaching Party may during the Cure Period commence legal proceedings to challenge the validity of the termination, in which case, termination shall not occur until the court makes a decision (which decision is not capable of appeal or which is not appealed within the time limited allowed for appeal) that the event(s) specified in the Terminating Party's written notice does entitle the Terminating Party to terminate this Supply Agreement.

22.6 It is expressly acknowledged that neither Party shall be in breach of this Supply Agreement to the extent its failure to perform, or its delay in performing, any obligation under this Supply Agreement is as a result of the other Party's failure to perform, or delay in performing the obligations set out in this Supply Agreement upon which the first Party's performance is dependent.

- 22.7 [RESERVED]
- 22.8 The Purchaser shall be entitled to terminate this Supply Agreement before the expiry of the Term in its sole discretion and upon written notice to that effect to the other Party, as detailed below and to the extent permitted by Applicable Laws, if:
- 22.8.1 any resolution is passed, or application made, in relation to AstraZeneca for a moratorium on the payment of its debts, or for its dissolution, liquidation, winding-up or administration; or
  - 22.8.2 a receiver, liquidator, administrator or administrative receiver (or equivalent officer) is appointed over AstraZeneca or its undertaking or all or a substantial part of its assets; or
  - 22.8.3 AstraZeneca suffers any event in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events described in this clause 22.8; and/or
  - 22.8.4 AstraZeneca ceases or threatens to cease to carry on business.
- 22.9 The Purchaser shall be entitled to terminate this Supply Agreement before the expiry of the Term in its sole discretion and upon written notice:
- 22.9.1 in accordance with its rights under clauses 10.6, 26.7, and 26.9;
  - 22.9.2 if Delivery of an instalment of the Order has not been completed by the date falling [REDACTED] after the date specified by AstraZeneca in the Proposed Delivery Schedule (as at the date of this Agreement) in schedule 3;
  - 22.9.3 if AstraZeneca purports to assign, sub-contract, novate, create a trust in or otherwise transfer or dispose of this Supply Agreement in breach of its terms, including those at clauses 31.5 and 31.6;
  - 22.9.4 the Supply Agreement has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;
  - 22.9.5 the Purchaser has become aware that AstraZeneca should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Supply Agreement;
  - 22.9.6 the Supply Agreement should not have been awarded to AstraZeneca in view of a serious infringement of obligations under European law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;
  - 22.9.7 there has been a failure by AstraZeneca and/or one of its Affiliates and/or Subcontractors to comply with legal obligations in the fields of environmental, social or labour law, where such failure to comply materially adversely affects the performance by AstraZeneca of its obligations under this Supply Agreement. Where such failure to comply with legal obligations in the fields of environmental, social or labour law is a failure by one of AstraZeneca's Subcontractors, the Purchaser may request the replacement of such Subcontractor and AstraZeneca shall comply with such request as an alternative to the Purchaser terminating this Supply Agreement under this clause 22.9.7;
  - 22.9.8 in accordance with its rights under clause 14.2; or
  - 22.9.9 if AstraZeneca commits a material breach of its obligations pursuant to clause 27.



[REDACTED]

23.2.3 by Purchaser pursuant to clause 14.2.1(a), 22.5, 22.8, 22.9.3, 22.9.5, 22.9.6, 22.9.7, 22.9.8, 22.9.9, 26.7 or 26.9:

(a) AstraZeneca shall be entitled to invoice the Purchaser for amounts that have not otherwise been paid by the Purchaser in respect of the Price for Product Delivered pursuant to this Supply Agreement prior to the date of termination and payment shall be made by Purchaser within thirty (30) days of the date of invoice for the same; and

(b) in the event that the Price paid by Purchaser prior to the date of termination shall exceed the Price for Product Delivered pursuant to this Supply Agreement prior to the date of termination, AstraZeneca shall refund the Purchaser the amount of such excess.

23.3 Expiry or termination of this Supply Agreement for any reason shall be without prejudice to either Party's other rights and remedies or to any accrued rights and liabilities as the date of such expiry or termination which shall survive such termination or expiry.

## 24. DATA PROTECTION

24.1 AstraZeneca shall comply with the GDPR and any other applicable data protection legislation. In particular AstraZeneca agrees to comply with the obligations placed on the Purchaser by the Principle (f) (the "**Integrity Principle**") set out in the GDPR, namely:

24.1.1 to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the Purchaser by the Integrity Principle;

24.1.2 only to process Personal Data for and on behalf of the Purchaser, in accordance with the instructions of the Purchaser and for the purpose of performing its obligations under this Supply Agreement and to ensure compliance with the GDPR; and

24.1.3 to allow the Purchaser to audit AstraZeneca's compliance with the requirements of this clause 24 on reasonable notice and/or to provide the Purchaser with evidence of its compliance with the obligations set out in this clause 24.

24.2 [RESERVED].

24.3 Both Parties agree to use all reasonable efforts to assist each other to comply with the GDPR. For the avoidance of doubt, this includes AstraZeneca providing the Purchaser with reasonable assistance in complying with subject access requests served on the Purchaser and AstraZeneca consulting with the Purchaser prior to the disclosure by AstraZeneca of any Personal Data in relation to such requests.

## 25. INDEPENDENT CONTRACTORS

AstraZeneca is acting as an independent contractor under this Supply Agreement. Nothing in this Supply Agreement or any circumstances associated with it or its performance give rise to any relationship of agency, partnership or employer and employee between the Purchaser and AstraZeneca or between the Purchaser and any AstraZeneca Representative, nor authorise either Party to make or enter into any commitments for or on behalf of the other Party.



26. **RIGHT OF AUDIT, CONFLICTS OF INTEREST AND PREVENTION OF FRAUD**

26.1 AstraZeneca shall keep secure and maintain for the Term of this Supply Agreement and [REDACTED] (or from the date of the last delivery, if later), or such longer period as may be agreed between the Parties, full and accurate financial records regarding all matters relating to this Supply Agreement consistent with professional standards for companies of the kind of AstraZeneca.

26.2 AstraZeneca shall grant to the Purchaser or its authorised agents, during the Term and [REDACTED] after the expiration or termination of this Supply Agreement, such access to those records as they may reasonably require in order to check AstraZeneca's compliance with this Supply Agreement for the purposes of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which the Purchaser has used its resources.

26.3 During the Term and [REDACTED] after the expiration or termination of this Supply Agreement, the Comptroller and Auditor General may examine such financial records as he may reasonably require which are owned, held or otherwise within the control of AstraZeneca and may upon reasonable request require AstraZeneca to provide such oral and/or written explanations as he reasonably considers necessary. This clause does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of AstraZeneca under section 6(3)(d) and 6(5) of the National Audit Act 1983.

26.4 [REDACTED]

26.5 [REDACTED]

26.6 AstraZeneca shall take reasonable steps to ensure that neither AstraZeneca nor any staff is placed in a position where, in the reasonable opinion of the Purchaser, there is an actual conflict, or a potential conflict is reasonably likely to exist, between the pecuniary or personal interests of AstraZeneca and the duties owed to the Purchaser that would materially adversely affect AstraZeneca's performance hereunder. AstraZeneca will disclose to the Purchaser full particulars of any such conflict of interest which may arise.

26.7 The Purchaser reserves the right to terminate this Supply Agreement with immediate effect by giving notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Purchaser, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of AstraZeneca and the duties owed to the Purchaser under the provisions of this Supply Agreement that would materially adversely affect AstraZeneca's performance hereunder. The actions of the Purchaser pursuant to this clause

26.7 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Purchaser.

26.8 AstraZeneca shall take all reasonable steps to prevent Fraud by staff and AstraZeneca (including its shareholders, members and directors) in connection with the receipt of monies from the Purchaser. AstraZeneca shall notify the Purchaser immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

26.9 If AstraZeneca or its staff commits Fraud in relation to this or any other contract with the Crown (including the Purchaser) the Purchaser may:

26.9.1 terminate this Supply Agreement; and

26.9.2 recover from AstraZeneca all costs and losses suffered by Purchaser as a consequence of termination of this Supply Agreement, and to avail itself of any other remedy available to it under law for any breach of clause 26.8.

## 27. **TAX NON-COMPLIANCE**

27.1 Astra Zeneca represents, warrants and undertakes that:

27.1.1 neither it nor its Affiliates has suffered a Tax Event in relation to any Tax for which it is responsible in the Territory for any tax return due or otherwise submitted to HM Revenue & Customs on or after 1 October 2012;

27.1.2 neither it nor its Affiliates shall undertake any activities which would facilitate or otherwise result in another Person suffering a Tax Event in relation to any Tax for which it is responsible in the Territory; and

27.1.3 it and its Affiliates shall maintain reasonable procedures designed to prevent any employees, agents or other persons who perform services for them or on their behalf from undertaking any activities which would facilitate or otherwise result in another person suffering a Tax Event in relation to any Tax for which it is responsible for in the Territory.

27.2 AstraZeneca shall:

27.2.1 notify the Purchaser of any Tax Event as soon as is reasonably practical and without undue delay;

27.2.2 answer, in reasonable detail, any written or oral inquiry from the Purchaser related to AstraZeneca's compliance with this clause 27, including, if requested, details of the steps which AstraZeneca or its Affiliates is taking to address the Tax Event and to prevent the same from recurring, together with any mitigating factors that it considers relevant;

27.2.3 facilitate the interview of staff employed by AstraZeneca (or any agent of AstraZeneca) at any reasonable time specified by the Purchaser related to the AstraZeneca's compliance with this clause 27; and

27.2.4 co-operate with the Purchaser and/or any regulator or public authorities, including HM Revenue & Customs, in relation to any investigation relating to the matters referred to in this clause 27.

## 28. **ENVIRONMENTAL CONSIDERATIONS**

28.1 AstraZeneca shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the Product. Where the provisions of any

such legislation are implemented by the use of voluntary agreements or codes of practice, AstraZeneca shall comply with such agreements or codes of practice as if they were incorporated into English law. Without prejudice to the generality of the foregoing, AstraZeneca shall:

- 28.1.1 comply with all reasonable stipulations of the Purchaser aimed at minimising the packaging in which the Product is supplied;
  - 28.1.2 promptly provide such data as may reasonably be requested by the Purchaser from time to time regarding the weight and type of packaging according to material types used in relation to the Product;
  - 28.1.3 comply with all obligations imposed on it in relation to the Product by the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (SI 2007/871) (or any other equivalent legislation giving effect in any part of the European Economic Area to the Packaging and Packaging Waste Directive 94/62/EC as amended);
  - 28.1.4 without prejudice to the AstraZeneca's other obligations under this Supply Agreement, label all units of the Product, and the packaging of those units, to highlight environmental and safety information as required by applicable UK and EU legislation; and
  - 28.1.5 promptly provide all such information regarding the environmental impact of the Product as may reasonably be required by the Purchaser to permit informed choices by patients and other Third Parties.
- 28.2 AstraZeneca shall meet all reasonable requests by the Purchaser for information evidencing AstraZeneca's compliance with the provisions of this clause 27.1.

## 29. **EQUALITY, NON-DISCRIMINATION AND HUMAN RIGHTS**

- 29.1 AstraZeneca shall not:
- 29.1.1 engage in any prohibited conduct as defined in part 2 chapter 2 of the Equality Act 2010 (c.15) (the "**Equality Act**") in relation to any protected characteristic (as defined in section 4 of the Equality Act) where this would contravene any provisions of the Equality Act, including part 3 (goods and services) and part 5 (employment); or
  - 29.1.2 do (or omit to do) anything else that would amount to a contravention of the Equality Act including part 8 (prohibited conduct: ancillary) and chapter 3 part 5 (equality of terms).
- 29.2 AstraZeneca shall notify the Purchaser as promptly as practicable of any investigation of or proceedings against AstraZeneca of which it becomes aware under the Equality Act or any predecessor legislation and shall cooperate fully and as promptly as practicable with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.
- 29.3 [RESERVED].
- 29.4 AstraZeneca shall use Best Reasonable Efforts to impose on any Subcontractor with which AstraZeneca enters into an agreement after the Effective Date, obligations substantially similar to those imposed on AstraZeneca by this clause 29.

- 29.5 In addition to its obligations under this clause 29 relating to Equality Act, AstraZeneca shall:
- 29.5.1 ensure that it complies with all other current employment legislation and, in particular, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 (SI 2000/1551), the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, (SI 2002/2034), the National Minimum Wage Regulations 2015 (as amended by the National Minimum Wage (Amendment) Regulations 2016) and any equivalent legislation applicable in Scotland, Northern Ireland and/or Wales or any other relevant legislation relating to discrimination in the employment of employees. AstraZeneca shall take all reasonable steps (at its own expense) to ensure that any employees employed in the manufacture or supply of the Product do not unlawfully discriminate within the meaning of this clause 29.5 and shall use Reasonable Best Efforts impose on any Subcontractor with which AstraZeneca enters into an agreement after the Effective Date, obligations substantially similar to those imposed on AstraZeneca by this clause 29.5; and
- 29.5.2 in the management of its affairs and the development of its equality and diversity policies, AstraZeneca shall co-operate with the Purchaser in light of the Purchaser's obligations to comply with its statutory equality duties. AstraZeneca shall take such reasonable steps as the Purchaser considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age and any additional equality and diversity requirements applicable in Scotland, Northern Ireland and/or Wales.
- 29.6 AstraZeneca shall, and shall use reasonable endeavours to ensure that its employees or agents and/or Subcontractors shall, at all times, act in a way which is compatible with the Convention rights within the meaning of Section 1 of the Human Rights Act 1998 (c.42).

### 30. **SUPPLY CHAIN RIGHTS AND PROTECTION**

- 30.1 AstraZeneca shall use Best Reasonable Efforts to implement due diligence procedures for Subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 30.2 AstraZeneca shall notify the Purchaser as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Supply Agreement.
- 30.3 If pursuant to section 54 of the Modern Slavery Act AstraZeneca is required to publish an annual Slavery and Human Trafficking Statement (as defined in the Modern Slavery Act), it shall deliver to the Purchaser a copy not later than thirty (30) days after the Effective Date and each anniversary of the Effective Date for the duration of the Term of this Supply Agreement.

### 31. **MISCELLANEOUS**

#### 31.1 **Notices:**

- 31.1.1 All communications relating to this Supply Agreement shall be in writing and delivered by hand or sent by post to the Party concerned at the relevant address set out in this clause 31.1 below (or such other address as may be notified from time to time in accordance with this clause 31.1 by the relevant Party to the other Party). Any communication shall take effect:
- (a) if hand delivered, upon being handed personally to the addressee (or, where the addressee is a corporation, any one of its directors or its secretary) or

being left in a letter box or other appropriate place for the receipt of letters at the relevant Party's address as set out below;

- (b) if sent by first class registered post, at 10 a.m. on the second Business Day after posting or if overseas by international recorded post, at 10 a.m. on the fifth Business Day after posting.

No notice served by email shall be effective, however the relevant Party shall provide by email a copy of any notice served hereunder.

- 31.1.2 A notice sent by post (or the envelope containing it) shall not be deemed to be duly posted for the purposes of this clause 31.1 unless it is put into the post properly stamped or with all postal or other charges in respect of it otherwise prepaid.

**For Notices to the Purchaser:**

Secretary of State, Department for Business, Energy and Industrial Strategy  
1 Victoria St  
Westminster  
London  
SW1H 0ET

Attn: Director General of the Vaccine Task Force

With a copy to:

Secretary of State, Department for Business, Energy and Industrial Strategy  
1 Victoria St  
Westminster  
London  
SW1H 0ET

Attn: Permanent Secretary, Department for Business, Energy & Industrial Strategy

**For Notices to AstraZeneca:**

AstraZeneca UK Limited  
1 Francis Crick Avenue  
Cambridge Biomedical Campus  
Cambridge, CB2 0AA  
United Kingdom

Attn: [REDACTED]

With a copy to:

legalnotices@astrazeneca.com

**31.2 Variation and Waiver**

- 31.2.1 No amendment or variation of the terms of this Supply Agreement shall be effective unless it is made or confirmed in a written document signed by both Parties to this Supply Agreement.

- 31.2.2 Any waiver of any right, obligation or remedy under, or compliance with or breach of any provision of, this Supply Agreement must be expressly stated in writing to be such a waiver, must specify the right, remedy, obligation, provision or breach to

which it applies and must be signed by an authorised signatory of each of the Parties granting the waiver. If either Party waives any right, obligation or remedy under, or compliance with or breach of any provision of this Supply Agreement, it can still enforce that right, obligation or provision or claim that remedy subsequently and that waiver shall not be deemed to be a waiver of any subsequent breach of that or any other provision or of any other right, obligation or remedy.

31.2.3 The rights and remedies of either Party in respect of this Supply Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by either Party to the other nor by any failure to ascertain or exercise, or any delay in ascertaining or exercising, any such rights or remedies.

31.2.4 The discontinuance, abandonment or adverse determination of any proceedings taken by either Party to enforce any right or any provision of this Supply Agreement shall not operate as a waiver of, or preclude any exercise or enforcement or (as the case may be) further or other exercise or enforcement by that Party of, that or any other right or provision.

31.2.5 All references in this clause 31.2 to any right or remedy shall include any power, right or remedy conferred by this Supply Agreement on, or provided by law or otherwise available to, the relevant Party; and any right not being exercised shall include any partial exercise of that right and any circumstances in which the relevant Party does not insist on the strict performance of any provision of this Supply Agreement.

31.2.6 The giving by either Party of any consent to any act which by the terms of this Supply Agreement requires that consent shall not prejudice the right of that Party to withhold or give consent to the doing of any similar act.

### 31.3 Counterparts

31.3.1 This Supply Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one (1) counterpart. Each counterpart shall constitute an original of this Supply Agreement, but all the counterparts shall together constitute the one agreement.

31.3.2 Delivery of a copy of this Supply Agreement together with an executed signature page of a counterpart in Adobe™ Portable Document Format (PDF) sent by electronic mail shall take effect (subject to clause 31.10) as delivery of an executed counterpart of this Supply Agreement. If this method is adopted, without prejudice to the validity of this Supply Agreement, each Party shall provide the other with a hard copy original of that executed counterpart as soon as reasonably practicable thereafter.

### 31.4 Invalidity

Each provision of this Supply Agreement is severable and distinct from the others. The Parties intend that each of those provisions shall be and remain valid and enforceable to the fullest extent permitted by Applicable Laws. If all or any part of any such provision is held to be or at any time becomes to any extent invalid, illegal or unenforceable for any reason under any enactment or rule of law, it shall to that extent be deemed not to form part of this Supply Agreement but (except to that extent in the case of that provision) it and all other provisions of this Supply Agreement shall continue in full force and effect and their validity, legality and enforceability shall not be affected or impaired as a result, subject to the operation of this

clause 31.4 not negating the commercial intent and purpose of the Parties under this Supply Agreement.

### 31.5 **Assignment**

31.5.1 The Parties may, with the other Party's prior written consent, assign or transfer, in whole or in part, this Supply Agreement or any of its rights and obligations under this Supply Agreement to one or more of its Affiliates provided that it gives the other Party prior written notice.

31.5.2 AstraZeneca will procure that, before any assignee subsequently ceases to be a member of AstraZeneca's Group, the assignee shall assign back to AstraZeneca for the purposes of this clause, so much of the benefit of this Supply Agreement as has been assigned to it.

31.5.3 AstraZeneca may, but only with the Purchaser's prior written consent, assign or transfer, in whole or in part, this Supply Agreement or any of its rights and obligations under this Supply Agreement to any Third Party, but otherwise may not assign this Supply Agreement, in whole or part, to any Third Party.

31.5.4 Any permitted assignment or transfer by one Party shall be effective only if the relevant assignee confirms in writing to, and upon receipt by, the other Party that it shall fully adhere to all the provisions of this Supply Agreement as if it were an original party to this Supply Agreement.

31.5.5 This Supply Agreement shall be binding on and inure for the benefit of the successors and permitted assignees of the Parties.

### 31.6 **Sub-contracting**

31.6.1 AstraZeneca may, without the need for the Purchaser's consent but subject to clause 31.6.2, sub-contract or delegate its obligations or services to be provided under this Supply Agreement to one or more of its Affiliates and/or to any Third Party consultant or contractor (a "**Subcontractor**").

31.6.2 AstraZeneca shall at all times remain responsible and liable to the Purchaser for the acts or omissions of AstraZeneca's Affiliates and Subcontractors to whom AstraZeneca sub-contracts or delegates any of its obligations, as if those acts or omissions were of its own.

### 31.7 **No Rights of Third Parties**

A person who is not a Party to this Supply Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supply Agreement.

### 31.8 **Entire Agreement**

This Supply Agreement, and any agreement or document referred to in it, together with the schedules herein contains the entire agreement between the Parties with respect to the subject matter of this Supply Agreement, and supersedes all previous agreements and understandings between the Parties with respect to that subject matter. Each Party acknowledges that, in entering into this Supply Agreement and the agreements and documents referred to in it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a Party to this Supply Agreement or not) which is not expressly set out in this Supply Agreement or those documents (a "**Representation**"), and that it shall have no cause of action against the other Party arising out of any Representation except in respect of any fraudulent misrepresentation by the other Party. Each

Party agrees that the confidentiality agreement dated 8 June 2020 between the Parties is unaffected by this clause, provided that confidential information disclosed under that agreement may be used and deemed disclosed pursuant to this Supply Agreement.

**31.9 Governing Law and Jurisdiction**

31.9.1 This Supply Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature, including claims in tort or for breach of any statute or Applicable Law) shall be governed by and construed in accordance with English law.

31.9.2 If a dispute arises between the Parties in connection with or relating to this Supply Agreement (a "**Dispute**"), either Party shall have the right to refer such Dispute to senior representatives (namely EVP and Global Head BioPharmaceuticals R&D for AstraZeneca and the Director General, Vaccines Task Force for the Purchaser) for attempted resolution by good faith negotiations during a period of ten (10) Business Days. Any final decision mutually agreed to by such senior officers in writing shall be conclusive and binding on the Parties.

31.9.3 Subject to clause 31.9.2, each Party irrevocably submits to the exclusive jurisdiction of the English courts to settle any dispute which may arise under or in connection with this Supply Agreement or the legal relationships established by this Supply Agreement.

**31.10 Delivery of Agreement**

The Parties do not intend this Supply Agreement to be delivered by, or to become legally binding on, any of them until the date of this Supply Agreement is written at its head, notwithstanding that one or more of them may have executed this Supply Agreement prior to that date being inserted.

**IN WITNESS WHEREOF**, the Parties have caused this Supply Agreement to be executed in two counterparts by their respective duly authorised representatives as of the date set forth at the beginning of this Supply Agreement.

SIGNED by \_\_\_\_\_ , )  
Authorised Signatory for and on behalf of )  
**ASTRAZENECA UK LIMITED** )

...  
[Redacted Signature]

SIGNED \_\_\_\_\_ by )  
Authorised Signatory for and on behalf of **THE** )  
**SECRETARY OF STATE FOR BUSINESS,** )  
**ENERGY AND INDUSTRIAL STRATEGY** )

...  
[Redacted Signature]



## **SCHEDULE 1 SPECIFICATION**

AZD1222 is recombinant viral suspension containing chadox1 ncov-19: a simian adenovirus chadox1 vector expressing the sars-cov-2 (ncov-19) spike surface glycoprotein formulated at a nominal concentration of  $1 \times 10^{11}$  vp/ml.

Dose: 0.5 mL nominal dose (Dose range to be confirmed)

Administration: IntraMuscular (IM)

Volume: Multi-dose vial presentation of 8 or 10 doses per vial

Color: Colorless, slightly opalescent liquid

Storage: 2-8 deg C

Shelf-Life: TBC

**SCHEDULE 2  
UK SUPPLY CHAIN**

**DRUG SUBSTANCE MANUFACTURERS**

[REDACTED]

**DRUG PRODUCT MANUFACTURERS**

[REDACTED]

**SCHEDULE 3  
PROPOSED DELIVERY SCHEDULE**

***PRELIMINARY AND SUBJECT TO CHANGE***

<b>DATE DRUG PRODUCT IS AVAILABLE FOR DELIVERY</b>	<b>NUMBER OF DOSES</b>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

**SCHEDULE 4**  
**DOCUMENTATION TO ACCOMPANY DELIVERIES**

- Pack list and quantity of doses
- Certificate of Conformance and Analysis (and where relevant, Certificate of Origin)
- Product description
- Batch details
- Expiry date
- Storage and transport temperature control records
- Storage and transport instructions
- Advice Note
- Other information and notices required by the Marketing Authorisation and Applicable Laws.

**SCHEDULE 5**  
**PROJECT MANAGERS' SCOPE**

**Part A: Matters requiring consultation**

- Any proposed changes to the Proposed Delivery Schedule, including any actual or anticipated delays in Delivery against, or updates to, the Proposed Delivery Schedule.
- Any application for, or decision not to apply for, an Emergency Use Authorisation.
- Any proposed changes to the Marketing Authorisation.
- Any proposed changes to the Minimum Shelf Life.
- Any clinical trial results of findings that impact the efficacy or safety of the Product.
- Any issues or delays in the Manufacturing progress or Delivery of Product, including losing capacity at Facilities or delays in supply or raw materials and equipment.

**Part B: Other specific matters included within scope of the Project Managers**

- Establishment and operation of the Manufacturing infrastructure, including securing capacity at Facilities, and securing supply of raw materials and equipment supply.
- Establishment and validation of the Facilities and Manufacturing supply chain.
- Progress against the KPIs.
- The production schedule and any updates thereto.
- Changes to the Business Continuity Plan.
- Quality controls and processes covering all aspects of its obligations under this Supply Agreement (including those it may subcontract to others).

**SCHEDULE 6**  
**KPIs**

- (a) the validation of the UK Supply Chain by no later than [REDACTED];
- (b) begin process of filing under the rolling review process by no later than [REDACTED];
- (c) the ability to commence supply under this Supply Agreement by no later than [REDACTED];
- (d) delivering the Order by no later than [REDACTED]; and
- (e) meeting the Target Cost of Goods.