



Department for
Business, Energy
& Industrial Strategy

*Oxford University
Research Services,
University Offices,
Wellington Square.
Oxford, OX1 2JD*

Attn: [REDACTED]

By email to: research.services@admin.ox.ac.uk

Date: 8 September 2020

Your ref: R68101

Our ref: [REDACTED] (Oxford University)

Dear Sirs,

Award of contract for the supply of goods & equipment in relation to the ChAdOx1 vaccine development and initial manufacture

Following your proposal to secure supply of the equipment, consumables and manufacturing reservations to enable the initial manufacturing (first 6 batches) at population scale of the ChAdOx1 vaccine to the Vaccine Taskforce ("the Services"), we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between the Vaccine Taskforce, acting on behalf of the Department for Business Energy and Industrial Strategy (as the Customer) and Oxford University (as the Supplier) for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Supplier agrees as follows:

- 1) The Services have, and will continue to be provided in support of the ChAdOx1 vaccine development and manufacture that is now subject to the Research Collaboration and Exclusive Worldwide Patent and Know-How Licence for ChAdOx nCoV-19 Vaccine Against SARS-CoV-2 between Oxford University Innovation Limited and AstraZeneca UK Limited dated 17 May 2020 (the Licence Agreement).
- 2) The Services have, and shall be, performed by Oxford University in support of HMGs COVID-19 response. Oxford University shall be responsible to procure all consumables and equipment to facilitate testing at [REDACTED]
[REDACTED]

- 3) With regard to the terms and conditions set out in Annex 1, the Customer and the Supplier agree as follows:
- a. Pursuant to clause 8.1, the Customer hereby provides consent for the Supplier to sub-contract the Services to the parties identified in Annex 2. The Customer does not require, at this time, for the Supplier to send copies of the sub-contracts but the Supplier agrees to comply with the obligation in Clause 8.3 at such time as the Customer may require during the contract Term, subject to the agreement of such third party subcontractors.
 - b. For the avoidance of doubt, the obligations under Clause 9.4 shall apply solely to the Services provided under this Contract by the Supplier to the Customer. All other indemnities are addressed by the Licence Agreement referenced at paragraph 1 above.
 - c. [REDACTED]
- 4) The charges for the Services shall be as set out in Annex 2.
- 5) The specification of the Services to be supplied is as set out in Annex 3.
- 6) The Term shall commence on 1st February 2020 and the Expiry Date shall be 30th September 2020.
- 7) The address for notices of the Parties are:
- | Customer | Supplier |
|-------------------------------|-----------------------------------------------------------------------------------------------|
| Vaccine Taskforce | Research Services, |
| Attention: [REDACTED] | University Offices, |
| Email: [REDACTED]@beis.gov.uk | Wellington Square. |
| | Oxford, OX1 2JD |
| | Attention: The Director |
| | Email: research.services@admin.ox.ac.uk |
- 8) There are no Key Personnel for the purposes of the Agreement.
- 9) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

There will be 1 payment under this Contract of [REDACTED].

All invoices must be sent, quoting a valid purchase order number (PO Number), to: UK SBS, Queensway House, West Precinct, BILLINGHAM, TS23 2NF. As soon as is possible following receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of the Supplier's customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please

contact our Accounts Payable section either by email to procurement@services.ukhsa.co.uk or by telephone 0333 207 9120 between 09:00-17:00 Monday to Friday.

Liaison

For general liaison, your contact will continue to be [REDACTED], or another member of the Vaccine Taskforce which will be notified to you from time to time.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [REDACTED] at the above address **within [7] days** from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of the Vaccine Taskforce

Name: [REDACTED]
Director General Vaccine Taskforce

Signature: [REDACTED]

Date: 08/09/2020

We accept the terms set out in this letter and its Annexes, including the Conditions.

Signed for and on behalf of The Chancellor, Masters and Scholars of the University of Oxford

Name: [REDACTED]
Director of Research [REDACTED]

Signature: [REDACTED]

Date:

Annex 1

Terms and Conditions of Contract for Services

Annex 2 Charges

Vaccine Manufacturing project

ID	Commissioned expenditure	Price	Invoice Date
1	Consultancy - [REDACTED]		Immediate
2	Consultancy - [REDACTED]		Immediate
3	Consultancy - [REDACTED]		Immediate
4	Consultancy - [REDACTED]		Immediate
5	Consultancy - [REDACTED]		Immediate
6	Testing - [REDACTED]		Immediate
7	Manufacturing - [REDACTED]		Immediate
8	Manufacturing - [REDACTED]		Immediate
9	Manufacturing Process Development - [REDACTED]		Immediate
10	Consumables & Equipment - [REDACTED]		Immediate
11	CBF - CBF20_017		Immediate
12	CBF - CBF20_018		Immediate
13	CBF - CELL LINE LICENSE - [REDACTED]		Immediate
14	CBF Remaining non staff		Immediate
15	Consumables & Equipment - [REDACTED]		Immediate
16	Consumables & Equipment - [REDACTED] deliveries		Immediate
17	Consumables & Equipment - [REDACTED]		Immediate
18	Consumables & Equipment - [REDACTED]		Immediate
19	Consumables & Equipment - [REDACTED]		Immediate
20	Consumables & Equipment - [REDACTED]		Immediate
21	Consumables & Equipment - [REDACTED]		Immediate
22	Consumables & Equipment - [REDACTED]		Immediate
23	Consumables & Equipment - [REDACTED]		Immediate
24	Consumables & Equip - [REDACTED]		Immediate
25	Consumables & Equip - [REDACTED]		Immediate
26	Equipment maintenance and shipping		Immediate
27	Staff costs (to 1 July 2020)		Immediate
Total commissioned costs			

Cost breakdown by Financial Year:

FY 19/20: 1 February – 31 March 2020: [REDACTED]

FY 20/21: 1 April – 30 June 2020: [REDACTED]

Annex 3 Specification

Large-scale manufacturing of the University of Oxford's COVID19 vaccine candidate, ChAdOx1 nCoV-19. To facilitate a consortium comprising of vaccine manufacturers and vaccine manufacturing experts, as well as reserving the manufacturing capacity and securing the equipment and consumable through relevant suppliers to develop and execute a process for this large-scale manufacturing. Oxford University will;

1. Develop, optimise, and tech transfer the process to other members of the consortium.
2. Seek Expert support from consultants, including [REDACTED]
[REDACTED]
3. Procure the materials to support process development and vaccine manufacturing activities, including servicing and transport of these materials where applicable.
4. Testing of GMP manufactured vaccine batches and materials required for vaccine manufacture.

From the 1st July, AstraZeneca will take forward this initiation of manufacturing, managing and funding ongoing activities to support the large-scale manufacture of this vaccine candidate.