

CONTRACT VARIATION AGREEMENT

THIS AGREEMENT is made the **[Insert day agreement is signed by last party]** day of **[Insert month agreement is signed by last party]** 2020

BETWEEN

- (1) The Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health and Social Care whose principal office is at 39 Victoria Street, Westminster, London, SW1H 0EU ("Authority"); of the one part, and
- (2) Seqirus Vaccines Limited company number 03970089 and Seqirus UK Limited company number 09614642 whose registered offices are both at Point, 29 Market Street, Maidenhead, Berkshire, England, SL6 8AA (together known as "Supplier") of the other part.

"Party" or "Parties" (as appropriate).

- A) This Contract Variation Agreement varies the agreement for the Reservation of Manufacturing Capacity & Production, and the Supply of Vaccine during a Pandemic dated 1 June 2012 including all subsequent extensions and variations (the Agreement).
- B) The Parties have agreed to extend the term of the Agreement for a period of one year beginning on 1 June 2022 and expiring on 31 May 2023 (Extension Period) subject to the terms of this Contract Variation Agreement.
- C) Once executed by the Parties, this Contract Variation Agreement shall serve to amend the Agreement.
- D) Insofar as the context permits, any terms used in this Contract Variation Agreement that are defined in the Agreement shall have the same meaning ascribed to them as in the Agreement.

The Parties agree as follows:

1. That the citation of the Secretary of State for Health and Social Care at the beginning of the Agreement shall be amended to read as follows:

"The Secretary of State for Health and Social Care acting as part of the Crown through Public Health England whose principal office is at Wellington House, 133-135 Waterloo Road, London SE1 8UG ("Authority"); of the one part,"

2. Clause 15.2 shall be amended to read as follows:

"15.2 The Authority shall be entitled to extend the Term with the consent of the Supplier, such consent not to be unreasonably withheld, in increments of no less than twelve (12) months by giving the Supplier written notice no less than twelve (12) months prior to the date on which this Agreement would otherwise have expired or terminated and thereafter nine (9) months before the expiry of any extension period, provided that the Term of this Agreement shall not exceed eleven (11) years in total. The Supplier confirms and agrees that if the Supplier has not

received a notice of extension fifteen (15) months before any expiry date of this Agreement or any extension period, the Supplier will notify the Authority in writing seeking confirmation of whether the Authority intends to so extend this Agreement.”

3. By virtue of this Contract Variation Agreement and pursuant to Clause 28 and Schedule 10 of the Agreement, Schedule 3 of the Agreement shall be replaced with a new Schedule 3 in the form attached as Appendix I to this Contract Variation Agreement.
4. The Agreement shall remain fully effective and unaltered except as varied by this Contract Variation Agreement and, unless otherwise specified in this Contract Variation Agreement.
5. This Contract Variation Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England.
6. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Contract Variation Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof the duly authorised representatives of the Parties have executed this Agreement on the date first above written.

The Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health and Social Care

Signature:

Name:

Title:

Date:

Seqirus Vaccines Limited

Signature:

Name:

Title:

Date:

Seqirus UK Limited

Signature:

Name:

Title:

Date:

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APPENDIX 1

SCHEDULE 3

Contract Price

Pandemic Readiness Fees

The annual Pandemic Readiness Fee exclusive of VAT is set out in the following table. It is payable quarterly in arrears in four equal instalments, the first such payment falling due three (3) months following the Effective Date.

For the avoidance of doubt, and as documented in the table below, the Pandemic Readiness Fee shall be as follows:

- For the period of 1 June 2022 to 30 November 2022 no increase
- For the period of 1 December 2022 to 31 May 2023 increase by **Redacted Under FOIA Section 43(2), Commercial Interests**

There will be no price increases of the Pandemic Readiness Fee for the remaining period 1 June 2020 to 31 May 2022.

Redacted Under FOIA Section 43(2), Commercial Interests	Redacted Under FOIA Section 43(2), Commercial Interests
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Milestone Payment

The Authority shall pay a milestone payment of fifteen percent (15%) of the value of each Order ("**Milestone Payment**").

The Milestone Payment shall be payable on the later of:

- the date of inoculation of the Seed Virus into the eggs required to make the Product which is the subject of the Order; and
- receipt by the Supplier of the relevant Order.

Prior to submitting its invoice for the Milestone Payment, the Supplier shall provide as confirmation of the time of such inoculation a letter signed by the Supplier's Site Head and sent to the Authority confirming that inoculation has occurred. The said letter will include relevant details regarding date, lot number and number of eggs inoculated. The

Authority shall be granted access to relevant documents evidencing the date and act of inoculation in accordance with Clause 20 of this Agreement and which are reasonably required to confirm that the Milestone Payment is properly due and payable.

The Milestone Payment shall be creditable against all invoices, such that each invoice in respect of the relevant Order (other than the invoice in respect of the Milestone Payment) shall be reduced by fifteen percent (15%) until the later of (i) the point at which the full value of the Milestone Payment has been credited; or (ii) Reconciliation.

In the event of a cancellation or reduction of the relevant Order, the value of the Milestone Payment shall be credited to the Authority to the extent that such Milestone Payment has not been credited against issued invoices.

Any credit of the Milestone Payment as a result of a cancellation or reduction of an Order shall be applied through the Reconciliation.

Fees for supply of vaccine

For the avoidance of doubt, and as documented in the table below, the Fee per Dose shall:

- For the period of 1 June 2022 to 30 November 2022 no increase
 - For the period of 1 December 2022 to 31 May 2023 increase by **Redacted Under FOIA**
- Section 43(2), Commercial Interests**

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		Interests	Commercial Interests	Commercial Interests	Commercial Interests	Interests	Interests
>90	120	Redacted Under FOIA Section 43(2), Commercial Interests	Redacted Under FOIA Section 43(2), Commercial Interests	Redacted Under FOIA Section 43(2), Commercial Interests	Redacted Under FOIA Section 43(2), Commercial Interests	Redacted Under FOIA Section 43(2), Commercial Interests	Redacted Under FOIA Section 43(2), Commercial Interests
>120	140	Redacted Under FOIA Section 43(2), Commercial Interests	Redacted Under FOIA Section 43(2), Commercial Interests	Redacted Under FOIA Section 43(2), Commercial Interests	Redacted Under FOIA Section 43(2), Commercial Interests	Redacted Under FOIA Section 43(2), Commercial Interests	Redacted Under FOIA Section 43(2), Commercial Interests

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