**APPENDIX 1**

**SCHEDULE 3**

**Contract Price**

**Pandemic Readiness Fees**

The Pandemic Readiness Fee exclusive of VAT is set out in the following table. It is payable quarterly in arrears in four equal instalments unless specified otherwise in the table below, 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%
* For the period of 1 June 2023 to 31 August 2023 no increase

|  |  |
| --- | --- |
| 1 June 2018 – 31 May 2019 | Redacted Under FOIA Section 43(2), Commercial Interests |
| 1 June 2019 – 31 May 2020 | Redacted Under FOIA Section 43(2), Commercial Interests |
| 1 June 2020 – 31 May 2021 | Redacted Under FOIA Section 43(2), Commercial Interests |
| 1 June 2021 – 31 May 2022 | Redacted Under FOIA Section 43(2), Commercial Interests |
| 1 June 2022 – 30 November 2022 | Redacted Under FOIA Section 43(2), Commercial Interests |
| 1 December 2022 – 31 May 2023 | Redacted Under FOIA Section 43(2), Commercial Interests |
| 1 June 2023 – 31 August 2023  (The Pandemic Readiness Fee for this period is payable in a single instalment which will fall due on 1 September 2023). | Redacted Under FOIA Section 43(2), Commercial Interests |

**Milestone Payment**

The Authority shall pay a milestone payment of Redacted Under FOIA Section 43(2), Commercial Interests

of the value of each Order (“**Milestone Payment**”).

The Milestone Payment shall be payable on the later of:

1. the date of inoculation of the Seed Virus into the eggs required to make the Product which is the subject of the Order; and
2. 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 Redacted Under FOIA Section 43(2), Commercial Interests

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 Product**

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

* %
* For the period of 1 June 2023 to 31 August 2023 no increase

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Number of Doses ordered in respect of the relevant Pandemic** | | **Fees for supply of each Dose of vaccine where the total number of Doses ordered for the relevant Pandemic falls within the range** | | | | | |  |
| **Range minimum (in million Doses)** | **Range maximum (in million Doses)** | **Fee per Dose (£) excluding VAT** | | | | | |  |
| **1 June 2018 –**  **31 May 2019** | **1 June 2019 –**  **31 May 2020** | **1 June 2020 –**  **31 May 2021** | **1 June 2021 –**  **31 May 2022** | **1 June 2022 - 30 November 2022** | **1 December 2022 - 31 May 2023** | **1 June 2023 – 31 August 2023** |
| 20 | 50 | 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 | Redacted Under FOIA Section 43(2), Commercial Interests |
| >50 | 60 | 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 | Redacted Under FOIA Section 43(2), Commercial Interests |
| >60 | 90 | 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 | Redacted Under FOIA Section 43(2), Commercial 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 | 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 | Redacted Under FOIA Section 43(2), Commercial Interests |