

## **SPECIFIC CONTRACT**

### **No. 11**

#### **implementing framework contract No SANTE/2020/C3/048**

1. The United Kingdom of Great Britain and Northern Ireland, together with its Overseas Territories and Crown Dependencies, represented by The Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health and Social Care of 39 Victoria St, Westminster, London SW1H 0EU ("the **Contracting Authority**"), represented for the purposes of signing this specific contract by Lucy Mason, Deputy Director of Procurement, Commercial Directorate.

2. Gilead Sciences Ltd, a private limited company registered in England (company number: 02543818, VAT number GB792402037) with its registered address at 280 High Holborn, London, WC1V 7EE ("the **Contractor**"), represented for the purposes of signing this specific contract by Véronique Walsh, General Manager of Gilead Sciences Ltd.

### **HAVE AGREED**

#### **ARTICLE 1. SUBJECT MATTER**

**1.1** This specific contract implements framework contract No SANTE/2020/C3/048, signed by the parties on 7 October 2020 ("FWC").

**1.2** In accordance with the provisions set out in the FWC and in this specific contract and its annexes, which form an integral part of it:

the Contracting Authority will purchase and the Contractor will supply the following minimum quantities of Veklury under this Specific Contract No 11 as follows:

#### **Redacted Under FOIA Section 43(2), Commercial Interests**

If in accordance with Article I.10 of the FWC the number of vials per Contracting Authority is determined based on the allocation criteria described in Annex I to the FWC (tender specifications part 2, point 2.1), the Contractor shall supply the quantity specified in this specific contract, provided it does not exceed the number of vials for the Contracting Authority communicated by the European Commission to the Contractor based on Article I.10 of the FWC.

**1.3** All such quantities of Veklury will be supplied within the following time limit: the amount set out on an order (submitted in accordance with Section 5 below) shall be delivered seven (7) days from the date of receipt of the corresponding order from the Contracting Authority, unless agreed differently in writing between the Contracting Authority and the Contractor.

## **ARTICLE 2. ENTRY INTO FORCE AND DURATION**

- 2.1** This specific contract enters into force on the date on which the last party signs it.
- 2.2** The performance of the contract starts from the date of the last signature to this specific contract.
- 2.3** The duration of the contract must not extend beyond 7 July 2022.

## **ARTICLE 3. PRICE**

- 3.1** The price payable under this specific contract is:

**Redacted Under FOIA Section 43(2), Commercial Interests**

- 3.2** The Contractor and Contracting Authority agree that the exchange rate to be applied shall be that which is applicable on the date of the invoice submitted by the Contractor (such exchange rate to be the exchange rate set out in the FWC).
- 3.3** The Contractor agrees that amounts payable under this specific contract may be made by (i) the Contracting Authority, or (ii) on behalf of the Contracting Authority by those public bodies or organisations for which the Contracting Authority is responsible and which it notifies to the Contractor.

## **ARTICLE 4. BANK ACCOUNT**

Payments must be made to the Contractor's bank account denominated in Pounds Sterling, identified as follows:

**Redacted Under FOIA Section 40, Personal Information**

## **ARTICLE 5. DELIVERY**

**Redacted Under FOIA Section 43(2), Commercial Interests**

### **5.1 Invoicing**

Gilead will invoice Contracting Authority monthly for product ordered by those public bodies or organisations for which the Contracting Authority is responsible and which it notifies to the Contractor in the proceeding 7 days. VAT will be charged in addition, if applicable.

Payment must be made within 30 calendar days from the date of invoice.

### **5.2 Reporting**

Gilead will supply the Contracting Authority with a report showing orders to date versus the vial allocation for those public bodies or organisations for which the Contracting

Authority is responsible and which it notifies to the Contractor.

### **5.3 Title**

Title in Veklury ordered under this specific contract shall pass to the Contracting Authority on

delivery of said orders of Veklury to the Contracting Authority's central location and/or to those public bodies or organisations for which the Contracting Authority is responsible and which it notifies to the Contractor in accordance with clause 5.2.

#### **ARTICLE 6: LABELLING AND PACKAGE LEAFLET**

Where applicable, details of full or partial exemptions to the obligation that the labelling and the package leaflet must be in the official language(s) as per Article 63(3) of Directive 2001/83/EC.

#### **ARTICLE 7: COMMUNICATION DETAILS**

For the purpose of this specific contract, communications must be sent to the following addresses:

Contracting Authority:

**Reacted Under FOIA Section 40, Personal Information**

Contractor:

**Reacted Under FOIA Section 40, Personal Information**

**ARTICLE 8. PERFORMANCE GUARANTEE**

Performance guarantee is not applicable to this specific contract.

**ARTICLE 9. RETENTION MONEY GUARANTEE**

Retention money guarantee is not applicable to this specific contract.

**ARTICLE 10. SPECIFIC QUALITY REQUIREMENTS**

In the event that a product recall or product withdrawal is considered by the Contracting Authority or the Contractor, that party shall notify the other party (or ensure that the other party is notified) prior to proceeding with any action. The Contracting Authority and Contractor shall cooperate fully and without delay, regarding any proposed Recall, Product withdrawal or Field Correction (such term being understood to mean any action taken to remove or correct commercial product available or in commercial distribution. This includes, without limitation, recall, market withdrawal, or stock recovery).

**Annexes**

Not applicable

**Signatures**

For the Contractor,

For the Contracting Authority,

**Reacted Under FOIA Section 40, Personal Information**

**Reacted Under FOIA Section 40, Personal Information**

signature:

signature:

Date:

Date:

Place:

Place:

By signing this specific contract, the individual above confirms that they have authority to sign this specific contract and bind the Secretary of State for Health and Social Care acting as part of the Crown, to the terms of this specific contract.

In duplicate in English