

**(1) THE SECRETARY OF STATE FOR BUSINESS, ENERGY & INDUSTRIAL STRATEGY**

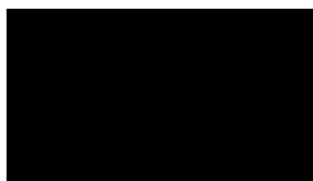
**(2) PFIZER LIMITED**

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**DEED OF AMENDMENT**

**relating to the Contract dated 12 October 2020 applying  
the Terms and Conditions for the Supply of Centrally  
Procured Vaccines**

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**THIS DEED OF AMENDMENT** (this "**Deed of Amendment**") is made

**BETWEEN:-**

- (1) **THE SECRETARY OF STATE FOR BUSINESS, ENERGY & INDUSTRIAL STRATEGY**, contracting for and on behalf of the Crown, and whose principal office is at 1 Victoria Street, London SW1H 0ET (the "**Authority**") on the one hand; and
- (2) **PFIZER LIMITED** incorporated in England and Wales under registered number 526209, whose registered office is at Ramsgate Road, Sandwich, Kent CT13 9NJ (the "**Supplier**");

each a "**Party**" and together the "**Parties**".

**WHEREAS:-**

- (A) Authority and Supplier entered into contract for the supply of vaccines on 12 October 2021 (as updated by Change Control Notices dated 16 November 2020, 11 December 2020 and 18 November 2020 the "**Contract**").
- (B) Since the Contract was entered into, the Parties recognise that events have progressed, in particular the development of the Goods has been successful and an Emergency Use Authorisation from the MHRA under Regulation 174 of the Human Medicines Regulation 2012 has been obtained.
- (C) The Authority now wishes to exercise its right to obtain Additional Goods in accordance with and as defined in Clause 2, Schedule 2 of the Contract.
- (D) The Parties have also agreed to update the principles around the donation and resale of excess Goods [REDACTED]
- (E) In accordance with the Change Control principles set out in Clause 22.1 of Schedule 2 of the Contract, the Parties agree to amend the Contract in accordance with this Deed of Amendment from the Effective Date.

**THE PARTIES AGREE** as follows:-

**1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 The terms defined in the Contract shall have the same meanings when used in this Deed of Amendment unless specifically indicated otherwise.
- 1.2 The "**Amendment Date**" shall mean 29 March 2021.

**2. VARIATION DATE**

- 2.1 The Parties recognise that the terms of the Contract with respect to the supply of Goods are effective, however it is noted that in order for Additional Goods to be ordered the following changes will be required with respect to Additional Orders and shall be set out in a new Schedule 10 which shall be deemed to be of equivalent priority to Schedule 1 as set out in Clause 6.1.2 of Schedule 1.
- 2.2 The Parties agree that the following amendments shall take effect from the Amendment Date:-

2.2.1 **Schedule 10**

- 1 Promptly after the Amendment Date, [REDACTED]  
[REDACTED]  
[REDACTED] 40 million doses of the Goods to be split as follows:-

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]

The Purchase Orders [REDACTED]  
[REDACTED]

The provisions of Clauses 7.2 and 7.3 of Schedule 1 shall be applicable to such Purchase Orders.

- 2 The Authority shall have the option (but shall not be obliged) to order up to a further 20 million doses of the Goods [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

- 3 The Contract Price for the Additional Goods shall be the price per dose as follows:-

- 3.1 [REDACTED]  
[REDACTED] which shall be invoiced by the Supplier monthly, for deliveries made during the month, and otherwise in accordance with Clause 10.4 of Schedule 2. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

- 3.2 Any future batches of Goods up to the 20 million doses which may be ordered pursuant to Clause 2 of this Schedule 10 - [REDACTED]  
[REDACTED]

- 4 With respect to Additional Goods, Clause 9.4 of Schedule 1 to the Contract shall be amended by the addition of new sub-clauses as follows:-

9.4.8 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

9.4.9 [Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

2.2.2 [Redacted]  
[Redacted]  
[Redacted]

11. [Redacted]  
[Redacted]

11.1 [Redacted]  
[Redacted]  
[Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]  
[Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]  
[Redacted]  
[Redacted]

11.2 [Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]  
[Redacted]  
[Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]  
[Redacted]  
[Redacted]

(i) [Redacted]

(ii) [Redacted]

(iii) [Redacted]  
[Redacted]

(iv) [Redacted]  
[Redacted]  
[Redacted]

11.3 [Redacted]  
[Redacted]  
[Redacted]

11.4 [Redacted]  
[Redacted]  
[Redacted] [Redacted]  
[Redacted] [Redacted] [Redacted]  
[Redacted]

11.5 [Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

11.6 [Redacted]  
[Redacted]

[REDACTED]

11.7

[REDACTED]

11.8

[REDACTED]

2.2.3 Clause 1.7 of Schedule 2 to the Contract shall be deleted and replaced with the following new Clause 1.7:-

1.7 To the extent the doses of Goods supplied constitute an excess of supply over the requirements of the Authority, [REDACTED]

[REDACTED]

[REDACTED] The Parties acknowledge and agree that the Authority is permitted to supply doses of the Goods to the Crown Dependencies (being Jersey, Guernsey and the Isle of Man) and the British Overseas Territories always providing that such supply shall

be subject to agreements being in place with such Crown Dependencies and British Overseas Territories on terms consistent with the terms agreed in this Contract in respect of (i) the transportation, handling, storage, acceptance, and use of the Goods; (ii) cooperation to meet relevant regulatory obligations; [REDACTED]

For the purposes of this Contract, supply of the Goods to and use by a Crown Dependency or Overseas Territory shall be deemed to be the supply of the Goods to and use by the Authority alone, and the Supplier's right of action for a breach of this Contract shall be against the Authority alone, [REDACTED]

In the event of a Requirement to Recall, the Authority must inform the Supplier which batches (including batch numbers), quantities and location addresses the Goods have been delivered to in the British Overseas Territories. For the purposes of complaints and adverse event reporting in respect of the Goods, the Authority shall ensure that the British Overseas Territories report these to the MHRA via the Yellow Card scheme and to the Supplier's UK Medical Information function.

2.2.4 Schedule 4 to the Contract shall be amended by the addition of the following new definitions:-

"Amendment Date"	The date of execution of the Deed of Amendment.
[REDACTED]	Has the meaning set out in Schedule 10.
[REDACTED]	Has the meaning set out in Schedule 10
[REDACTED]	Has the meaning set out in Schedule 10
"Deed of Amendment"	The deed of amendment entered into by the Parties to enable the ordering of [REDACTED] and [REDACTED] certain consequential changes to the Contract.

2.2.5 [Schedule 5 to the Agreement (Specification) shall be deleted and replaced with the new Schedule 5, as attached to this Deed of Amendment as Appendix 1]

2.2.6 Schedule 6, Parts 1 and 2 to the Contract (Delivery Schedule) shall be deleted and replaced with the new Schedule 6, Parts 1 and 2, as attached to this Deed of Amendment as Appendix 2.

2.2.7 The following will be added to Schedule 8:

[REDACTED]
[REDACTED]
[REDACTED]


### 3. MISCELLANEOUS

- 3.1 This Deed of Amendment is supplemental to the Contract and subject to the amendments described in this Deed of Amendment, the Contract shall remain in full force and effect.
- 3.2 This Deed of Amendment may be executed in any number of counterparts, each of which when executed shall constitute an original, but all the counterparts shall together constitute the entire agreement.
- 3.3 This Deed of Amendment 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 construed in accordance with the laws of England and Wales. The Parties agree that any dispute or claim arising out of or in connection with this Deed of Amendment shall be settled exclusively by the courts of England.

**EXECUTED** as a **DEED** and delivered on the Effective Date.

Executed as a deed by the authorised  
representative for and on behalf of:  
**THE SECRETARY OF STATE FOR  
BUSINESS, ENERGY & INDUSTRIAL  
STRATEGY**

[Redacted Signature]

Signature of witness:

[Redacted Signature]

Name of witness:

[Redacted Name]

Address:

1 Victoria Street  
London, SW1H 0ET

Occupation:

Operations Director

Executed as a deed by the authorised  
representative for and on behalf of:  
**PFIZER LIMITED**

[Redacted Signature]

Signature of witness:

[Redacted Signature]

Name of witness:

...

Address:

[Redacted Address]

Occupation:

Solicitor

