

DEPARTMENT OF HEALTH AND HUMAN SERVICES

**ADVANCED AGREEMENT BETWEEN THE ASSISTANT SECRETARY FOR
PREPAREDNESS AND RESPONSE (ASPR), BIOMEDICAL ADVANCED RESEARCH
AND DEVELOPMENT AUTHORITY (BARDA)**

AND

ASTRAZENECA

OTHER TRANSACTION AGREEMENT NUMBER: 75A501-20-C-00114

TITLE FOR: ChAdOx1nCoV-19 Vaccine Clinical Development and Manufacturing

DEFINITION: This Advanced Agreement is a written preliminary agreement that authorizes the Recipient to begin work immediately under the limitations and terms specified below in anticipation of the execution of an Other Transaction Agreement.

TERMS:

Other Transaction for Advanced Research (OTAR) means: A legally binding, non-acquisition instrument (generally called “an agreement”) used in instances where the principal purpose is the stimulation and/or support of advanced research and development (as defined below), where a non-traditional Government Awardee participates to significant extent in the work.

Other Transaction Agreement Officer (OTAO): Is the responsible government official authorized to bind the government by signing this Agreement and bilateral modifications.

Other Transaction Agreement Specialist (OTAS): Is a supporting official that executes agreement modifications on behalf of the Other Transaction Agreement Officer.

Other Transaction Agreement Technical Representative (OTTR): Is the primary government official for all technical matters on the Agreement.

I. LIMITATION OF GOVERNMENT LIABILITY

- (a) In performing the Advanced Agreement, the Recipient is not authorized to make expenditures or incur obligations exceeding \$ 413,200,000.00.
- (b) The maximum amount for which the Government shall be liable if this agreement is terminated is \$ 413,200,000.00.

NOTE: The maximum liability of the Government is the estimated amount necessary to cover the Recipient’s requirements for funds before definitization. However, it shall not exceed \$413,200,000.00 in the Advanced Agreement unless approved in advance by the OTAO. The Recipient shall have no obligation to commence any of the activities as set

Advanced Agreement is in anticipation of Other Transaction Agreement No: 75A501-20-C-00114 between the Department of Health and Human Services and AstraZeneca.

forth in this Advanced Agreement that exceed the obligated amount; however, Recipient must notify the Government in writing if its progress is being impeded by lack of funding.

II. DEFINITIZATION SCHEDULE

- (a) Date for submission of the Recipient's final technical and cost and pricing proposal: No later than (NLT) (b)(4)
- (b) Date for start of negotiations: NLT (b)(4)
- (c) Target date for definitization: NLT (b)(4) (75 days after the date of the Advanced Agreement and shall not exceed \$413,200,000.00). The Government anticipates adding up to \$786,800,000 when the contract is definitized, for a total Other Transaction Agreements value of \$1,200,000,000.

III. SPECIAL PROVISIONS

A. EXECUTION AND COMMENCEMENT OF WORK

The Recipient shall indicate acceptance of this Advanced Agreement by signing the agreement and returning it to the Other Transactions Agreement Officer (OTAO) (referred to throughout as the "OTAO"). Upon acceptance by both parties, the Recipient shall proceed with performance of the work, including purchase of necessary material.

B. DEFINITIZATION AND LIMITATION ON GOVERNMENT LIABILITY

- (a) An Other Transaction Authority (OTA) definitive agreement will follow NLT (b)(4). (b)(4) The Recipient agrees to negotiate the terms of the definitive agreement that will include mutually agreeable terms and conditions. The Recipient agrees to submit a detailed Cost Reimbursement proposal NLT (b)(4)

If agreement on definitization of an OTA does not occur by (b)(4), and an extension is not granted by the Other Transaction Agreement's Officer (OTAO), the parties agree as follows:

1. Either party can provide a 30 day notice to end this Advanced Agreement.
2. If either party provides the 30 day notice, the parties will negotiate reasonable and necessary terms associated with the termination of the Advanced Agreement. (b)(4)

(b)(4)

3. At the conclusion of the negotiation, Recipient will provide a final invoice.

Advanced Agreement is in anticipation of Other Transaction Agreement No: 75A501-20-C-00114 between the Department of Health and Human Services and AstraZeneca.

4. The Other Transaction Agreements Officer (OTAO) will evaluate Recipient's final invoice to determine the reasonableness of the costs invoiced. (b)(4)

(b)(4)

5. The OTAO's reasonableness determination is subject to Recipient appeal to the Head of Contracting Activity and other remedies to the extent permitted by law.

- (c) To the extent consistent with this section, all clauses, terms, and conditions included in this Advanced Agreement shall continue and upon the execution of an Other Transaction Agreement, except those that by their nature apply only to an Advanced Agreement.
- (d) The Recipient must comply with the principles set forth as follows to gain Government reimbursed costs.

C. OBLIGATION AND PAYMENT

(a) Obligation

The Government's liability to make payments to the Recipient is limited to only those funds obligated pursuant to this Advanced Agreement.

(b) Payments

The Recipient (b)(4)

(b)(4)

(b)(4) and shall ensure that appropriate arrangements have been made for receiving, distributing and accounting for Federal funds. An acceptable accounting system is one in which all costs, cash receipts and disbursements for which Recipient is entitled to reimbursement are controlled and documented properly. The Recipient will invoice the Government (b)(4). The Recipient's costs incurred during the reporting period shall be reported in the Financial Status Report (b)(4). The Recipient properly prepared invoice(s) will be submitted for payment (b)(4). Adobe Acrobat (.pdf) format. The invoice shall be uploaded to a shared electronic file server, with an email copy to the OTAO, OTAS and OTTR cited below. As directed by the OTAO, the invoice shall be accompanied by adequate documentation to support the payment. After verification of the accomplishment of the work for which reimbursement is sought by the OTAO, the OTAS and OTTR will forward the invoice(s) to the Program Support Center (PSC). Each invoice must contain the following information in order to be deemed properly prepared:

- i. Name and address of Recipient
- ii. Invoice Date and Invoice Number
- iii. Agreement Number
- iv. Description, quantity, unit of measure, unit price, and extended price

Advanced Agreement is in anticipation of Other Transaction Agreement No: 75A501-20-C-00114 between the Department of Health and Human Services and AstraZeneca.

- v. Recipient Cost Share
- vi. Name and address of OTAR official to whom voucher is to be sent
- vii. Name, title, phone number, and mailing address of person to notify in the event of a defective invoice.
- viii. Taxpayer Identification Number (TIN)
- ix. Electronic funds transfer (EFT) banking information.

Documents should be delivered electronically to the (b)(4)

(b)(4) Unless otherwise specified by the OTAO all deliverables and reports furnished to the Government under the resultant Agreement (including invoices) shall be addressed as follows:

<p>NAME Francine Hemphill (OTAO) Francine.Hemphill@acf.hhs.gov <u>ov</u> <u>and</u> Donna Brockington (OTAS) Donna.Brockington@hhs.gov HHS/ASPR/BARDA 330 Independence Avenue, S.W., Room G640 Washington, DC 20201 Email: Name@hhs.gov</p>	<p>NAME David Simon (OTTR) David.Simon@hhs.gov <u>ov</u> HHS/ASPR/BARDA 330 Independence Avenue, S.W., Room G640 Washington, DC 20201 Email: Name@hhs.gov</p>	<p>Email invoices to: PSC_Invoices@psc.hhs.gov and E-Room: Link: https://eroom.bardatools.hhs.gov/eRoom</p>
---	---	--

(b)(4) invoices must include the cumulative total costs submitted for reimbursement to date, adjusted (as applicable) to show any amounts suspended by the Government.

The Recipient will convert foreign currency costs to US dollars each month using the closing spot exchange rate published by Reuters on the last working day of each month at: <http://www.reuters.com/finance/currencies/quote?srcAmt=1.00&srcCurr=GBP&destAmt=&destCurr=USD>

The Recipient agrees to promptly notify the OTAO and OTTR in writing if there is an anticipated overrun (any amount) or expended (b)(4) of the obligated funds for the base segment or any option segment(s) and the reasons for the variance.

The Government will pay in US dollars all proper invoices within 30 days of receipt or pay interest on any amounts due in accordance with the Prompt Payment Act.

(c) Limitation of Payments

Advanced Agreement is in anticipation of Other Transaction Agreement No: 75A501-20-C-00114 between the Department of Health and Human Services and AstraZeneca.

It is herein understood and agreed that Government funds are to be used solely for this Advanced Agreement and must be reasonable in nature and amount. The following cost principles are effective under this Advanced Agreement for determining the allowability of costs for which reimbursement is sought under this Agreement. (b)(4)

(b)(4)

(b)(4)

(b)(4) The Cost Accounting Standards do not apply to the Recipient or any SubRecipient. Costs shall be accounted for in accordance with the Recipient's or SubRecipient's commercial accounting practices.

To be reasonable, a cost must: be generally recognized as an ordinary or necessary part of the business; follow sound business practices; follow what a prudent business person would accept; comply with federal, state, and local laws; and be consistent with the Recipient's or SubRecipient's established practices.

In addition, Recipient's costs that are passed onto the Government for reimbursement shall comply with the procedures and cost principles set forth herein and subsequent other transaction agreement.

The cost principles set forth in subparagraphs (a) shall only apply to the reimbursement of direct costs under cost-type SubAgreements. (b)(4)

(b)(4)

(d) Financial Records and Reports

As directed by the OTAO, the Recipient shall maintain adequate records to account for all funding under this Agreement and shall maintain adequate records to account for Recipient funding provided under this Agreement in support of the Financial Status. Upon completion of the Advanced Agreement or subsequent agreement, whichever occurs latest, the Recipient Administrator shall furnish to the OTAO a copy of the financial report that will be outlined in the subsequent agreement. (b)(4)

(b)(4)

(b)(4)

(b)(4)

The OTAO or designee shall have direct access to sufficient records and information of the Recipient, to ensure full accountability for all amounts reimbursed by HHS under this Advanced Agreement and the Other Transaction Agreement contemplated by this agreement. Such audit, examination, or access shall be performed during business hours on business days upon at least two weeks prior written notice and shall be subject to the security requirements of the audited party.

D. INTELLECTUAL PROPERTY RIGHTS

(b)(4)

(b)(4)

E. PRIORITIES AND ALLOCATIONS AUTHORITY

HHS reserves the right to exercise priorities and allocations authority with respect to this Advanced Agreement and resultant OTA, to include rating this order in accordance with 45 CFR Part 101, Subpart A—Health Resources Priorities and Allocations System at no additional cost to the USG.

IV. STATEMENT OF WORK (SOW) AND DELIVERABLES

WBS 1 Technology Transfer to Enable Large Scale Manufacturing

1. Objectives

- a. Drug Substance (DS) and Drug Product (DP) process development for the ChAdOx1 COVID-19 vaccine candidate, scale-up and characterization
- b. (b)(4)
- c. PPQ for both DS and DP will be executed
- d. Stability study program executed and maintained for the life of the contract
- e. Studies to enable launch and support licensure will be assessed and executed as appropriate.

2. Deliverables

- a. Technology Transfer Protocol
- b. Method qualification report(s)
- c. Method validation report(s)
- d. Process Validation Master Plan
- e. PPQ report(s)
- f. Stability report(s)
- g. Comparability report

WBS 2 Drug Substance Manufacturing

1. Objectives

AstraZeneca will oversee, review and approve and release of drug substance (b)(4) (b)(4) as identified and agreed upon by BARDA and AstraZeneca to complete the objective of manufacturing drug substance to meet the 300,000,000 doses target.

2. Deliverables

- a. Certificates of Analysis
- b. Stability study plan

Advanced Agreement is in anticipation of Other Transaction Agreement No: 75A501-20-C-00114 between the Department of Health and Human Services and AstraZeneca.

- c. Shipping study protocol
- d. Shipping study report
- e. Executed Quality/Material Transfer Agreements (QA/ MTA).

WBS 3 Drug Product Manufacturing

1. Objectives

AstraZeneca will oversee, review and approve and release of drug product (b)(4) (b)(4) identified by AstraZeneca with the objective of producing up to approximately 300,000,000 doses. (b)(4)

(b)(4)

2. Deliverables

- a. Manufacturing batch production records for final drug product
- b. Executed Quality/Material Transfer Agreements (QA/ MTA).

WBS 4 Pack and Label of Filled Product

1. Objectives

- a. Labeling and bulk packing of vials
- b. Preparation of finished product on pallets ready to ship
- c. Storage of finished product (b)(4)

2. Deliverables

- a. Final drug product release reports
- b. Manufacturing batch production records for final drug product

WBS 5 (b)(4)

1. Objectives

(b)(4)

2. Deliverables

(b)(4)

WBS 6 Phase 3 Clinical Study in Adults

1. Objectives

Advanced Agreement is in anticipation of Other Transaction Agreement No: 75A501-20-C-00114 between the Department of Health and Human Services and AstraZeneca.

Develop and protocol and perform a Phase 3 (b)(4) study in adults 18+ years of age to (b)(4) Feedback and input from the FDA is expected (b)(4) AstraZeneca may begin working with the NIH network immediately upon signing the Advanced Agreement.

2. Deliverables

- a. Study synopsis
- b. Study protocol
- c. Interim reports
- d. Draft and final Clinical Study report

WBS 7 (b)(4)

1. Objectives

- a. Develop a clinical protocol based on FDA feedback (b)(4)
- b. (b)(4)

2. Deliverables

- a. Study synopsis
- b. Study protocol
- c. Interim reports
- d. Draft and final Clinical Study report

WBS 8 Regulatory Support

1. Objectives

- a. Activities to support an IND for the ChAdOX1 COVID-19 vaccine
- b. Preparation of regulatory documentation associated with (b)(4)
- c. BLA preparation and submission

2. Deliverables

- a. Draft and final Regulatory minutes
- b. Draft and final Regulatory submissions

WBS 9 Project Management

1. Activities

- a. All project management activities associated with the clinical development and manufacturing of ChAdOx1 COVID-19 vaccine.
- b. OTA close out report

2. Deliverables

- a. Recipient should provide an Integrated Master Schedule, which includes WBS, critical path and milestones (b)(4) This should be updated over time at the request of the Government.
- b. A teleconference call between the Other Transaction Technical Representative and the Recipient's Program Manager shall occur bi-weekly (every two weeks), or at the discretion of the Government. During this call, the Program Manager will discuss the activities during the reporting period, any problems that have arisen, and the activities planned for the ensuing reporting period. The Recipient's Program Manager may choose to include other key personnel on the conference call to give detailed updates on specific projects or this may be requested by the Other Transaction Agreement's Representative.
- c. The Recipient shall participate in Project Meetings to coordinate the performance of the OTA, as requested by the Other Transaction Technical Representative. These meetings may include teleconferences, face-to-face meetings with the OTTR and the OTAO in Washington, D.C. and at work sites of the Recipient and its SubRecipients. Such meetings may include, but are not limited to, meetings of the Recipient (and SubRecipients invited by the Recipient) to discuss (b)(4)

(b)(4)

The Recipient shall provide data, reports, and presentations to groups of outside experts (subject to appropriate protections for Recipient confidential or proprietary data) and USG personnel as required by the Other Transaction Technical Representative in order to facilitate review of OTA activities.

- d. Upon request, Recipient shall provide OTAO and OTTR with deliverables from the following OTA funded activities (b)(4)

(b)(4)

- e. The Recipient shall memorialize any correspondence between Recipient and FDA and submit to the OTAO and OTTR. All documents shall be duly marked as either "Draft" or "Final". The Recipient shall forward the dates and times of any meeting with the FDA to the OTAO and OTTR and make arrangements for appropriate government staff to attend the FDA meetings. (b)(4)

(b)(4)

Advanced Agreement is in anticipation of Other Transaction Agreement No: 75A501-20-C-00114 between the Department of Health and Human Services and AstraZeneca.

- f. In the event of an FDA inspection, which occurs because of this agreement and for the product, or for any other FDA inspection that has the reasonable potential to impact the performance of this OTA, the Recipient shall provide the Government with an exact copy (non-redacted) of the FDA Form 483 and the Establishment Inspection Report (EIR). The Recipient shall provide the OTA and OTTR with copies of the plan for addressing areas of nonconformance to FDA regulations for GLP, GMP, or GCP guidelines as identified in the audit report, status updates during the plans execution and a copy of all final responses to the FDA. (b)(4)

(b)(4)

- g. BARDA Quality group and /or their qualified representatives reserves the right to participate in QA audits. (b)(4)

(b)(4)

- h. Recipient shall also accommodate any 'for cause' audit if and when there are potential issues identified in the program during the period of performance. Such issues include but are not limited to stability failures, GLP issues etc. If the OTA, OTTR, Recipient, or other parties identifies any issues during an audit, the Recipient shall capture the issues, identify potential solutions, and provide a report to the OTA and OTTR.

- If issues are identified during the audit, Recipient shall submit a report to the OTA and OTTR detailing the finding and corrective action(s) (b)(4)

(b)(4)

- i. OTA Close Out Report

3. Special Contract Requirement

Advanced Agreement is in anticipation of Other Transaction Agreement No: 75A501-20-C-00114 between the Department of Health and Human Services and AstraZeneca.

AstraZeneca, or any entity or representative acting on behalf of AstraZeneca, may not refer to this Advanced Agreement or work/services furnished pursuant to the provisions of this Advanced Agreement or resulting OTA in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the OTA or the HHS Press Office.

At the time of signature on this Advanced Agreement, AstraZeneca shall provide the name and contact information for a point of contact for a representative from its Press Office.

Should any reference to this Advance Agreement or OTA be included in any news release or commercial advertising issued by or on behalf of AstraZeneca without the required written consent, the Government will consider the institution of all remedies available under applicable law.

VI. ADMINISTRATION:

Requisition Number: OS259266

A. The sums to be expended by the Government hereunder are chargeable to the following allotments, the available balances of which are sufficient to cover the same:

<u>2020.199C001.25103</u>	<u>\$ 413,200,000.00.</u>
(fund citation)	(amount)

B. The overall administrative responsibility for this OTA lies with OTA and OTTR.

C. Payments will be made by the Program Support Center (PSC) by submitting invoices to PSC_invoices@psc.hhs.gov (CMA Administering Other Transaction Agreements and Other Transaction Technical Representative shall also be copied in submission email)

Type of contract contemplated: OTA

This instrument has been negotiated pursuant to Section 247d-7e (c)(4)(B) of Title 42 U.S. Code.

(b)(8)

Ruud Dobber, PhD
EVP and President, BioPharmaceuticals Business Unit
AstraZeneca Pharmaceuticals LP
1800 Concord Pike
Wilmington, DE 19803



Francine L. Hemphill
Other Transaction Agreements Officer

May 20, 2020
Date

May 20, 2020
Date