Gmail **Christine, an unincorporated woman <cmssyc@gmail.com>**

Confirmation of your access to information request

noreply-nepasrepondre-atip-aiprp@tbs-sct.ca <noreply-nepasrepondre-atip-aiprp@tbs-sct.ca> Wed, Dec 23, 2020 at 3:57 PM
To: cmssyc@gmail.com

Successfully submitted!

Thank you for your access to information request submission.

Your request "recourse for people w adverse reaction to COVID-19 Vaccine" to Public Services and Procurement Canada has been successfully submitted. Your AORS reference number is **2020_021021**.

Our ability to respond to requests within the timelines mandated by the Access to Information Act and the Privacy Act may be affected by the exceptional measures put in place to curb the spread of the novel coronavirus (COVID-19) and protect the health and safety of Canadians. Access to information and personal information requests received from the public continue to be important to us. We will continue to make best efforts to respond to requests, in accordance with operational realities and the necessity to comply with direction concerning measures to mitigate the spread of COVID19 and to protect the health and well-being of federal employees and the public.

Thank you in advance for your patience and understanding as we all navigate these unprecedented challenges.

For more information about the request process, refer to the “How access to information and personal information requests work” page.

To contact the institution about your request, refer to the list of access to information and privacy coordinators.

ATIP Online Request Service - Client Support
Treasury Board of Canada Secretariat / Government of Canada
atip-web-aiprp@tbs-sct.gc.ca

Service de demande d'AIPRP en ligne - Services à la clientèle
Secrétariat du Conseil du Trésor du Canada / Gouvernement du Canada
atip-web-aiprp@tbs-sct.gc.ca

Government of Canada Gouvernement du Canada Canada

Gmail **Christine, an unincorporated woman <cmssyc@gmail.com>**

request 2020_021021

Nadine Gendron <Nadine.Gendron@tpsgc-pwgsc.gc.ca> Thu, Dec 24, 2020 at 12:13 PM
To: "cmssyc@gmail.com" <cmssyc@gmail.com>

Hello Ms Massey

In regards to your request that you made to PSPC, we were informed by Health Canada that you made the same request. We would like to proceed with a refund since your request will be handled by Health Canada. Next Tuesday (Dec 29) I will be at the office, I can call you to get your credit card information to proceed with the refund. Does that work with you?

Thanks

Nadine Gendron
Services Administratifs Réception - Administrative Services - Reception
Direction de l'AIPRP / SMAI / DGPPC - ATIP Directorate / MSAI / PPCB
Services publics et Approvisionnement Canada / Gouvernement du Canada
Public Services and Procurement Canada / Government of Canada
Place du Portage, Phase III, Tour A, 3A1-45
nadine.gendron@tpsgc-pwgsc.gc.ca; / Telephone: 873-469-3721 / Fax: 819-994-2119

Gmail **Christine, an unincorporated woman <cmssyc@gmail.com>**

request 2020_021021

Christine Massey <cmssyc@gmail.com> Thu, Dec 24, 2020 at 3:23 PM
To: Nadine Gendron <Nadine.Gendron@tpsgc-pwgsc.gc.ca>

Hello Nadine,

Thank you for your message.

I'm not clear on why you want to issue a refund.

Is Public Services and Procurement Canada transferring my request to Health Canada under section 8 (1)?

Thank you and Merry Christmas :)
Christine
[Quoted text hidden]

Gmail **Christine, an unincorporated woman <cmssyc@gmail.com>**

request 2020_021021

Nadine Gendron <Nadine.Gendron@tpsgc-pwgsc.gc.ca> Tue, Dec 29, 2020 at 9:02 AM
To: Christine Massey <cmssyc@gmail.com>

Good morning Ms Massey,

Since you asked Health Canada for the same information, we will issue a refund. Did you also make your request on Dec. 23 to Health Canada?

I asked a colleague to give me a hand with the procedures when it comes to transferring a request. Hope this will help.

Nadine

6.1 Conditions for transferring a request

There are occasions where an applicant requests information from a government institution that would be more appropriately handled by another government institution. Section 8 of the Access to Information Act (the Act) and section 6 of the Access to Information Regulations set the conditions for transferring a request.

A request may be transferred if the following four conditions are met:

1. The head of the institution considers that another institution has a greater interest in the record, as defined in subsection 8(3) of the Access to Information Act:
    - the record was originally produced in or for the institution; or
    - in the case of a record not originally produced in or for a government institution, the institution was the first government institution to receive the record or a copy thereof.
2. The transfer is made within 15 days of receipt of the request.
3. The head of the other government institution agrees to process the request within the remaining allowable time.
4. The request has not already been transferred from another institution.

From: Christine Massey [mailto:cmssyc@gmail.com]
Sent: December 24, 2020 3:24 PM
To: Nadine Gendron <Nadine.Gendron@tpsgc-pwgsc.gc.ca>
Subject: Re: request 2020_021021

ATTENTION

This email originated from outside of the Government of Canada. Do not click links or open attachments unless you recognize the sender and believe the content is safe. For more information regarding reporting suspicious emails, please visit the Information Technology Security Directorate on MySource.

Ce courriel provient de l'extérieur du Gouvernement du Canada. Ne cliquez pas sur les liens et n’ouvrez pas les pièces jointes, à moins de connaître l'expéditeur et croire que le contenu est sécuritaire. Pour de plus amples renseignements sur la façon de signaler les courriels suspects, veuillez consulter la page Sécurité en technologie de l’information sur maSource.

[Quoted text hidden]

Gmail **Christine, an unincorporated woman <cmssyc@gmail.com>**

request 2020_021021

Christine Massey <cmssyc@gmail.com> Tue, Dec 29, 2020 at 12:46 PM
To: Nadine Gendron <Nadine.Gendron@tpsgc-pwgsc.gc.ca>

Hello Nadine,

Thank you for your message, but you haven't answered my question. I'm still not clear on why you want to issue a refund, and I'm not aware of anything that prevents me from requesting the same information from more than 1 institution.

Note that section 8 (1) states:

Transfer of request

- ***8** (1) Where a government institution receives a request for access to a record under this Part and the head of the institution considers that another government institution has a greater interest in the record, the head of the institution may, subject to such conditions as may be prescribed by regulation, within fifteen days after the request is received, transfer the request and, if necessary, the record to the other government institution, **in which case the head of the institution transferring the request shall give written notice of the transfer to the person who made the request.***

Is Public Services and Procurement Canada transferring my request to Health Canada under section 8 (1)?

Thank you and best wishes,
Christine
[Quoted text hidden]

Gmail **Christine, an unincorporated woman <cmssyc@gmail.com>**

request 2020_021021

Nadine Gendron <Nadine.Gendron@tpsgc-pwgsc.gc.ca> Tue, Dec 29, 2020 at 12:51 PM
To: Christine Massey <cmssyc@gmail.com>

Hello Christine,

Let me look into this with a colleague. We have lots of people on holidays this week, and I am trying to get you the right information, obviously this is not my expertise. But I will get you the right information shortly.

Nadine

[Quoted text hidden]

Gmail **Christine, an unincorporated woman <cmssyc@gmail.com>**

request 2020_021021

Nadine Gendron <Nadine.Gendron@tpsgc-pwgsc.gc.ca> Tue, Dec 29, 2020 at 1:44 PM
To: "cmssyc@gmail.com" <cmssyc@gmail.com>

Ok I have the answer now.

We will leave you request the way it is with PSPC, and will take care of your request. So will Health Canada.

Sorry about all of this.

Have a great day

Nadine

From: Nadine Gendron
Sent: December 29, 2020 12:51 PM
To: 'Christine Massey' <cmssyc@gmail.com>
Subject: RE: request 2020_021021

Hello Christine,

Let me look into this with a colleague. We have lots of people on holidays this week, and I am trying to get you the right information, obviously this is not my expertise. But I will get you the right information shortly.

Nadine

[Quoted text hidden]

Gmail **Christine, an unincorporated woman <cmssyc@gmail.com>**

Acknowledgement - Access to Information Request A-2020-00537

Marie-Michelle Gauthier <Marie-Michelle.Gauthier@tpsgc-pwgsc.gc.ca> Wed, Jan 6, 2021 at 7:18 PM
To: "cmssyc@gmail.com" <cmssyc@gmail.com>

Dear Ms. Massey:

This email acknowledges receipt of your request, which was received by our office on December 23, 2020. We understand you wish to obtain the following:

"1. In regards to BioNTech Manufacturing GmbH, the company listed on Health Canada's website in connection with the "Pfizer-BioNTech COVID-19 Vaccine (tozinameran)" that was approved by Health Canada on December 9 2020, all records in the possession, custody or control of Health Canada that indicate:-whether BioNTech Manufacturing GmbH has been granted any exemptions or protections of any sort from legal liability in the event of proven or suspected adverse reactions to their "COVID-19 Vaccine";-what recourse will be available to members of the public who suffer proven or suspected adverse reactions from BioNTech Manufacturing GmbH's "COVID-19 Vaccine";-whether members of the public who suffer proven or suspected adverse reactions from BioNTech Manufacturing GmbH's "COVID-19 Vaccine" will be restricted in any way from holding BioNTech Manufacturing GmbH legally responsible;-whether members of the public whose relative/loved one dies in reaction to BioNTech Manufacturing GmbH's "COVID-19 Vaccine" will be restricted in any way from holding BioNTech Manufacturing GmbH legally responsible. 2. The same as in #1, for companies whose "COVID-19 Vaccines" are authorized by Health Canada in the future. I am requesting any such records, authored by anyone, ever. If publicly available plz provide URLs. "

Your request will be processed in accordance with the Access to Information Act (ATIA) and the enclosed principles.

Please note that Public Services and Procurement Canada (PSPC) is now offering the option to receive documents requested under the ATIA electronically via epost. This system, managed by Canada Post, is a cloud-based online portal that allows you to receive documents digitally in a secure and timely manner, at no cost. If you are interested in more information on how to register, please visit our website at Canada.ca/atip. Please notify our office if epost is your preferred method of receiving records by providing us with the email address associated with your account at AIPRP.ATIP@tpsgc-pwgsc.gc.ca.

From the start of the COVID-19 pandemic, the Access to Information and Privacy Office had put all Access to Information and Privacy requests on hold to allow the department to focus on essential services including payroll, pensions and procurement.

As of September 23, 2020, we have resumed processing requests related to the Access to Information and Privacy Acts. However, some areas of PSPC continue to prioritize supporting government actions and providing essential services, which could result in additional processing delays.

Please rest assured that we make every effort to respond to all requests within a reasonable timeframe. We are available to answer your questions.

Should you have any questions, do not hesitate to contact me. Please use the number indicated above as a reference to your request.

Sincerely,

Marie-Michelle Gauthier
Gestionnaire
Direction de l'accès à l'information et protection des renseignements personnels (AIPRP)
Services publics et Approvisionnement Canada / Gouvernement du Canada
marie-michelle.gauthier@tpsgc-pwgsc.gc.ca / Cell : 819-743-1536

Manager
Access to Information and Privacy Protection Directorate (AIPPD)
Public Services and Procurement Canada / Governement of Canada
marie-michelle.gauthier@tpsgc-pwgsc.gc.ca / Cell : 819-743-1536

PRINCIPLES FOR ASSISTING REQUESTERS

In processing your access request under the Access to Information Act, we will:

1. Process your request without regard to your identity.
2. Offer reasonable assistance throughout the request process.
3. Provide information on the Access to Information Act, including information on the processing of your request and your right to complain to the Information Commissioner of Canada.
4. Inform you as appropriate and without undue delay when your request needs to be clarified.
5. Make every reasonable effort to locate and retrieve the requested records under the control of the government institution.
6. Apply limited and specific exemptions to the requested records.
7. Provide accurate and complete responses.
8. Provide timely access to the requested information.
9. Provide records in the format and official language requested, as appropriate.
10. Provide an appropriate location within the government institution to examine the requested information.

Gmail **Christine, an unincorporated woman <cmssyc@gmail.com>**

Response - Access to Information Request A-2020-00537 / SD

Doucet, Sophie (SPAC/PSPC) (elle-la / she-her) <Sophie.Doucet@tpsgc-pwgsc.gc.ca> Tue, Mar 26, 2024 at 9:32 AM

To: "cmssyc@gmail.com" <cmssyc@gmail.com>
Cc: "Doucet, Sophie (SPAC/PSPC) (elle-la / she-her)" <Sophie.Doucet@tpsgc-pwgsc.gc.ca>

Dear Ms. Massey:

This is in response to your request dated December 23, 2020, pursuant to the Access to Information Act, for the following records:

“1. In regards to BioNTech Manufacturing GmbH, the company listed on Health Canada's website in connection with the "Pfizer-BioNTech COVID-19 Vaccine (tozinameran)" that was approved by Health Canada on December 9 2020, all records in the possession, custody or control of Health Canada that indicate:-whether BioNTech Manufacturing GmbH has been granted any exemptions or protections of any sort from legal liability in the event of proven or suspected adverse reactions to their "COVID-19 Vaccine";-what recourse will be available to members of the public who suffer proven or suspected adverse reactions from BioNTech Manufacturing GmbH's "COVID-19 Vaccine";-whether members of the public who suffer proven or suspected adverse reactions from BioNTech Manufacturing GmbH's "COVID-19 Vaccine" will be restricted in any way from holding BioNTech Manufacturing GmbH legally responsible;-whether members of the public whose relative/loved one dies in reaction to BioNTech Manufacturing GmbH's "COVID-19 Vaccine" will be restricted in any way from holding BioNTech Manufacturing GmbH legally responsible. 2. The same as in #1, for companies whose "COVID-19 Vaccines" are authorized by Health Canada in the future. I am requesting any such records, authored by anyone, ever. If publicly available plz provide URLs. ”

You will find enclosed our response and the corresponding Release Package.

Sincerely,

Sophie Doucet
Manager, Access to Information and Privacy
Access to Information and Privacy
Public Services and Procurement Canada

2 attachments

A-2020-00537 Response Letter.pdf
147K

A-2020-00537 Release Package.pdf
2048K

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CONFIDENTIAL

MANUFACTURING AND SUPPLY AGREEMENT

BETWEEN

PFIZER CANADA ULC

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

DATED AS OF

OCTOBER 26, 2020

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s.20(1)(c)
s.20(1)(d)

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MANUFACTURING AND SUPPLY AGREEMENT

THIS MANUFACTURING AND SUPPLY AGREEMENT dated as of October 26, 2020 (the "**Effective Date**") is made by and between Pfizer Canada ULC with offices at 17300 Trans-Canada Highway, Kirkland, Quebec, Canada, H9J 2M5 (hereinafter "**Pfizer**") and Her Majesty The Queen In Right of Canada, as represented by the Minister of Public Works and Government Services Canada with offices at 11 Laurier St. / 11, rue Laurier, 6B3, Place du Portage III, Gatineau, Quebec, K1A 0S5 (hereinafter "**Purchaser**"). Purchaser and Pfizer may be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS, Pfizer Inc. ("**Pfizer US**") and BioNTech SE, a company organized and existing under the laws of Germany ("**BioNTech**"), are collaborating to develop a vaccine to address the global COVID-19 pandemic;

WHEREAS, subject to clinical success, Pfizer US and BioNTech shall be responsible for all requirements of the processes of approval of the clinical trials and the marketing authorization of the Product;

WHEREAS, Purchaser desires to purchase the Product for use in Canada, and subject to clinical success and regulatory approval in Canada, Pfizer desires to manufacture and supply such Product to Purchaser; and

WHEREAS, the Parties are willing to carry out the foregoing pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings set forth below.

1.1 "**Additional Order**" shall have the meaning set forth in Section 2.3.

1.2 "**Additional Product**" shall have the meaning set forth in Section 2.3.

1.3 "**Adjusted Delivery Schedule**" shall have the meaning set forth in Section 2.4(b).

1.4 "**Advance Payment**" shall have the meaning set forth in Section 3.2.

1.5 "**Affiliate(s)**" means, with respect to each Party, any corporation, firm, partnership or other entity or Person which directly or indirectly controls or is controlled by or is under common control with the named Party. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the

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s.20(1)(c)

s.20(1)(d)

election of directors of Pfizer or any direct or indirect parent of Pfizer, and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

1.6 "**Agreement**" means this Manufacturing and Supply Agreement and all Attachments hereto as the same may be amended, amended and restated, supplemented or otherwise replaced from time to time.

1.7 "**Allocation**" shall have the meaning set forth in Section 2.5.

1.8 "**Authorization**" shall mean (i) an Expedited Authorization or (ii) an authorization granted by Health Canada under Division 8 of the *Food and Drug Regulations* that allows the Product to be placed on the market in Canada.

1.9 "**BioNTech**" shall have the meaning set forth in the recitals.

1.10 "**Binding Term Sheet**" means the binding term sheet entered into by and between the Parties on .

1.11 "**Business Day**" means any day other than Saturday, Sunday or a public holiday in New York, New York, Ontario, Canada, or Quebec, Canada.

1.12 "**Commercially Reasonable Efforts**"

1.13 "**Confidential Information**" means all confidential or proprietary information, other than Exempt Information, in any form, directly or indirectly disclosed to Recipient or its Representatives by or on behalf of the Disclosing Party pursuant to this Agreement, regardless of the manner in which such information is disclosed, delivered, furnished, learned, or observed, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure. Confidential Information includes, without limitation, the terms and conditions of this Agreement. Failure to mark Confidential Information disclosed in writing hereunder as "Confidential" shall not cause the information to be considered non-confidential, with the burden on the Disclosing Party to prove such information clearly should have been known by a reasonable person with

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expertise on the subject matter, based on the nature of the information and the circumstances of its disclosure, to be Confidential Information, provided that the Disclosing Party has otherwise made good faith efforts to clearly mark Confidential Information as such. For avoidance of any doubt, Confidential Information shall not include Product label information, administration instructions or any instructions related to storage, transport or any warnings in respect of the Product.

1.14 "**Contracted Doses**" shall have the meaning set forth in Section 2.3.

1.15 "**Current Good Manufacturing Practices**" or "**cGMP**" means applicable Good Manufacturing Practices as required under the Food and Drug Regulations prescribed under the Food and Drugs Act (Canada) and any successor legislation and amendments thereto from time to time, prevailing at the time of the manufacture of the Product.

1.16 "**Delivery Price**" shall have the meaning set forth in Section 3.2.

1.17 "**Delivery Schedule**" shall have the meaning set forth in Section 2.4.

1.18 "**Disclosing Party**" means the Party or any of its Affiliates that discloses, or causes to be disclosed, Confidential Information to the other Party or any of its Affiliates.

1.19 "**Diverted Product**" shall have the meaning set forth in Section 2.4.

1.20 "**Effective Date**" shall have the meaning set forth in the preamble.

1.21 "**Exempt Information**" means information that: (a) the Recipient or any of its Representatives lawfully possessed, as demonstrated by competent proof, before the Disclosing Party disclosed such information under this Agreement; or (b) was already generally available and in the public domain at the time of disclosure, or becomes public (other than as a result of breach of this Agreement by the Recipient or its Representatives); (c) the Recipient or any of its Representatives lawfully obtains from a Person not in breach of any confidentiality obligation (or other prohibition from disclosing the information) to the Disclosing Party with respect to such information (and Recipient has made reasonable enquiry with respect thereto); or (d) the Recipient evidences to the reasonable satisfaction of the Disclosing Party is independently developed by or on behalf of the Recipient or its Representatives without the use of, reference to, aid from, or reliance on, the Confidential Information. In clarification of the foregoing, a general disclosure in the public domain will not cause more specific (but related) information to be deemed Exempt Information under one of the above exceptions; similarly, a combination of several pieces of information, which individually would be deemed Exempt Information, will not be deemed Exempt Information unless the combination itself is in the public domain, independently developed by the Recipient or its Representatives or otherwise lawfully in the possession of the Recipient or any of its Representatives.

1.22 "**Expedited Authorization**" means an expedited authorization for the Product granted by Health Canada that allows the Product to be placed on the market in

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Canada or under an Interim Order Respecting the Importation, Sale and Advertising of Drugs in Relation to COVID-19.

1.23

1.24 "**Force Majeure Event**" shall have the meaning set forth in Section 12.8.

1.25 "**Forms**" shall have the meaning set forth in Section 12.12.

1.26 "**Government**" means all levels and subdivisions of government (i.e. local, provincial, federal, administrative, legislative or executive) of Canada.

1.27 "**Health Canada**" means Health Canada, a federal department of the federal government, and any successor.

1.28 "**ICDR Canada**" means The International Centre for Dispute Resolution Canada.

1.29

1.30

1.31 "**Intellectual Property**" means (a) any processes, trade secrets, inventions, industrial models, designs, methodologies, drawings, discoveries, results, materials, formulae, procedures, techniques, clinical data or technical or other information or data, manufacturing, engineering and technical drawings , including proprietary rights in any of the foregoing, and (b) registered trademarks, trade mark applications, unregistered marks, trade dress, copyrights, know-how, patents, patent applications, and any and all provisionals, divisions, continuations, continuations in part, extensions, substitutions, renewals, registrations, revalidations, reissues or additions, including certificates of supplementary protection, of or to any of the aforesaid patents and patent applications, and all foreign counterparts of any, or to any, of the aforesaid patents and patent applications.

1.32 "**Latent Defect**" means a defect causing the Product to not conform to the applicable Specifications that Purchaser can show was present at the time of delivery of the Product and which could not have been detected by Purchaser, its designee, or their Personnel at delivery through diligent inspection.

1.33 "**Law/s**" means, collectively, all applicable national and local laws, common laws, statutes, ordinances, codes, rules, regulations, orders, decrees or other pronouncements of any Government, administrative or judicial authority having the effect of law.

1.34 "**Losses**" shall have the meaning set forth in Section 8.1.

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s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

1.35 "**Non-Complying Product**" shall have the meaning set forth in Section 4.4.

1.36 "**Person**" means any natural person, entity, corporation, general partnership, limited partnership, limited liability partnership, joint venture or similar entity or organization, joint stock company, proprietorship, other business organization, trust, union, association or Government.

1.37 "**Personnel**" means all Affiliates, subcontractors, or other third parties, and employees and agents of each of them, used by either Party in the performance of services or obligations or in connection with this Agreement.

1.38 "**Pfizer**" shall have the meaning set forth in the preamble.

1.39 "**Pfizer US**" shall have the meaning set forth in the preamble.

1.40 "**Price**" shall have the meaning set forth in Section 3.1.

1.41

1.42 "**Product**" means the all vaccines manufactured, in whole or in part, or supplied, directly or indirectly, by or on behalf of Pfizer or BioNTech or any of their Affiliates pursuant to this Agreement that are intended for the prevention of the human disease COVID-19 or any other human disease, in each case which is caused by any of the virus SARS-CoV-2, and/or any or all related strains, mutations, modifications or derivatives of the foregoing.

1.43 "**Product Materials**" means all packaging materials and components needed for delivery of the Product.

1.44 "**Purchase Order**" means a written or electronic order form substantially in the form attached as Attachment G submitted by Purchaser to Pfizer in accordance with the terms of this Agreement authorizing the manufacture and supply of the Product.

1.45 shall have the meaning set forth in Section 8.2(b).

1.46 shall have the meaning set forth in Section 8.2(a).

1.47 "**Recipient**" means the Party who receives Confidential Information from the other Party.

1.48 "**Records**" means books, documents, and other data, of all matters relating to performance of obligations under this Agreement.

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s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

1.49 "**Representatives**" means, with respect to Recipient, its Affiliates and its and their respective directors, officers, and employees, agents, contractors, consultants, advisors and representatives who (a) are subject to an obligation of confidentiality protecting the Confidential Information on terms no less restrictive than those contained in this Agreement; and (b) have a need to know the Confidential Information in connection with this Agreement.

1.50 "**Sales Taxes**" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and/or any provincial tax, by law, payable in Canada such as the Quebec Sales Tax (QST), as applicable.

1.51 "**Serious Injury**" shall have the meaning set forth in Section 8.1(a).

1.52 "**Specifications**" means the specifications for the manufacture, processing, packaging, labeling, testing and testing procedures, shipping, storage and supply of the Product as set out in the Authorization, including those set forth on Attachment A, and as such specifications may be amended, supplemented or otherwise modified by Pfizer and communicated to Purchaser.

1.53 "**Term**", with respect to this Agreement, shall have the meaning set forth in Section 6.1.

1.54

1.55 "**Vaccine**"

1.56

Except where the context expressly requires otherwise, (a) the use of any gender herein shall be deemed to encompass references to either or both genders, and the use of the singular shall be deemed to include the plural (and vice versa), (b) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (c) the word "will" shall be construed to have the same meaning and effect as the word "shall", (d) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (e)

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s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

any reference herein to any person shall be construed to include the person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Sections or Attachments shall be construed to refer to Sections or Attachments of this Agreement, and references to this Agreement include all Attachments hereto, (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (i) provisions that require that a Party or Parties "agree", "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (j) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof and (k) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or".

2. SUPPLY OF PRODUCT.

2.1 Agreement to Supply.

(a) During the Term, Pfizer shall use Commercially Reasonable Efforts to supply or have supplied the Product to Purchaser, and Purchaser shall purchase the Product, subject to and in accordance with the terms and conditions of this Agreement.

(b)

(c)

(d)

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s.20(1)(b)

s.20(1)(c)

s.20(1)(d)

(e) Pfizer shall keep Purchaser apprised of the progress of the material development of the Product and shall provide Purchaser with such information regarding that development as Purchaser reasonably requests.

2.2 Capacity.

Pfizer shall use Commercially Reasonable Efforts to build manufacturing capacity to be capable of manufacturing and supplying the Product to Purchaser in accordance with the provisions of this Agreement.

2.3 Purchase Orders.

(a) On the Effective Date, Purchaser shall submit to Pfizer a legally binding and irrevocable Purchase Order for twenty (20) million doses ("**Contracted Doses**") of the Product.

(b) The Purchase Order shall be provided together with Purchaser's order number, Sales Taxes number, and invoice address. Pfizer shall accept the Purchase Order conforming to the terms set forth in this Agreement in writing, and the confirmed Purchase Order shall be binding upon the Parties and subject to the terms and conditions set out in this Agreement.

(c) Pfizer acknowledges and agrees that Purchaser may wish to place additional binding orders in the future (each the "**Additional Order**") for a maximum of up to 56 million additional doses of the Product, but only upon being advised that (i) Pfizer has availability of supply of such additional requested doses (the "**Additional Product**") and (ii) Pfizer agrees, in its sole discretion, to allocate the Additional Product to Purchaser. Each Additional Order will be subject to the same terms and conditions set forth in this Agreement, as applicable.

2.4 Delivery Schedule.

(a) Pfizer shall deliver the Product
Pfizer may deliver the Product by separate installments and shall use Commercially Reasonable Efforts to meet the delivery schedule set out in Attachment B (the "**Delivery Schedule**"), provided that no Product shall be shipped until Authorization is received. All deliveries shall be accompanied by the documentation specified in Attachment C (which may be updated from time to time by Pfizer upon notice to Purchaser), and shall be in accordance with, and subject to, the delivery specifications set forth in Attachment D ("**Delivery Specifications**"). The Product shall be packaged and labelled in accordance with the packaging specifications set forth on Attachment E ("**Labelling and Packaging Specifications**").

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s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

(b) If an Authorization is granted after January 1, 2021 but before June 30, 2021, then the Delivery Schedule will be revised to add the period of time between January 1, 2021 and the date of the Authorization ("**Adjusted Delivery Schedule**").

(c) If Authorization is received by June 30, 2021, but Pfizer is unable to deliver any Contracted Doses for technical or other reasons from the Facility intended to produce the Contracted Doses under this Agreement,

(d)

(e) If Authorization is received by June 30, 2021, but by December 31, 2021 Pfizer is unable to manufacture or deliver any Contracted Doses for technical or other reasons from any Facility,

(f)

(g) The Parties shall reasonably agree to the locations (including number of locations) for delivery of shipments of Product; provided that (i) each location meets the requirements set forth in Attachment D, and (ii) all agreed upon locations shall be agreed upon by the Parties at least prior to shipment of the Product and (iii) the delivery location is serviced by a contracted transportation carrier of Pfizer. Pfizer shall have the ability, acting reasonably, to restrict the number of locations where shipments of Product shall be delivered.

(h) All shipments of Product

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s.20(1)(d)

2.5 Product Shortages.

(a)

(b)

2.6 Product Handling.

(a) Upon delivery of Product to Purchaser, Purchaser shall store and handle the Product in the manner set forth in the Specifications set forth on Attachment A, instructions on Attachment D and the instructions provided by Pfizer to ensure stability and integrity of the Product.

(b) For the avoidance of doubt, Purchaser shall bear all expenses for use of the Product upon transfer from Pfizer at the agreed upon location at a port or in Canada, including, but not limited to, those for storage of the Product and distribution and administration of the Product (if applicable) in Canada.

(c) Purchaser shall be solely responsible and liable for the proper storage, handling, distribution, transportation, administration, use and disposal of the Product in Canada following delivery of the Product to Purchaser or its designee. Without prejudice to the generality of the foregoing, Purchaser shall ensure that: (a) recipients of the Product shall follow the return and disposal instructions in Attachment F when disposing of open and unused Product and its packaging components; and (b) such return and disposal

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complies with Laws regarding pharmaceutical waste, medical waste, or hazardous waste, as appropriate.

(d) Purchaser shall be responsible for and shall ensure that any equipment used to deliver the Product, for example
are stored in an appropriate clean and secure location to protect and maintain the functionality of such equipment (in controlled conditions, with no exposure to weather or pests, etc.). Within of receipt of the Product, subject to Section 4.4(b), Purchaser shall organize safe return of all such equipment,
in accordance with Pfizer's instructions.

(e)

2.7 Delivery Delays.

2.8 Title to Product, Risk of Loss

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2.9

3. PRICE AND PAYMENT

3.1 Purchase Price.

Purchaser shall purchase the Product from Pfizer at the price per dose set out in Attachment B, excluding all Sales Taxes (the "**Price**") and in accordance with the terms of this Agreement.

3.2 Invoices and Payment.

(a) In partial consideration of the Contracted Doses, Purchaser shall pay an upfront payment of (calculated as /dose multiplied by the Contracted Doses) within of receipt of an invoice from Pfizer issued on the Effective Date (the "**Advance Payment**").

(b) Pfizer shall invoice Purchaser for the remainder of the Price for the Contracted Doses delivered upon each delivery pursuant to Section 2.4 (Delivery Schedule) (the "**Delivery Price**"),

(c) Invoices shall be provided to the Purchaser at the following address:

Public Health Agency of Canada
P2P Invoices
200 Eglantine Drive, 18th floor Rm 1855C
Jeanne Mance Building
Ottawa, Ontario, K1A 0K9
Hc.p2p.east.invoices-factures.est.sc@canada.ca

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s.20(1)(c)
s.20(1)(d)

Pfizer shall include the following information on all invoices: the Purchase Order number and billing address; and shall also include, where applicable, the type description, part number (if any) and number of Contracted Doses delivered; the delivery date; the actual date of shipment; the Price; any applicable Sales Taxes or other charges provided for in the Purchase Order; and the ship-to destination.

3.3 Method of Payment.

(a) Purchaser shall pay all undisputed (in good faith) amounts due in Canadian dollars within from the date of the invoice. Payment shall be remitted by wire transfer in immediately available funds to a bank and account designated by Pfizer. Any payment which falls due on a date which is not a Business Day may be made on the next succeeding Business Day.

(b)

(c)

(d)

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(e)

3.4 Taxes.

The Price includes all taxes except Sales Taxes and any other transactional taxes and except such sales and use taxes which Pfizer is required by Law to collect from Purchaser. Such taxes, if any, will be separately stated in Pfizer's invoice and will be paid by Purchaser to Pfizer unless Purchaser provides an exemption to Pfizer.

4. MANUFACTURING STANDARDS AND QUALITY ASSURANCE

4.1 Manufacturing Standards.

Pfizer shall manufacture and supply the Product in material accordance with the Specifications and cGMP. Such Specifications may be revised through written notification by Pfizer to Purchaser to conform to the Authorization or changes to the manufacturing or distribution of the Product.

4.2 Legal and Regulatory Filings and Requests.

Pfizer shall (a) comply with all regulatory or government licenses and permits, and (b) comply with all cGMP with respect to its manufacturing and packaging processes, the Facility or otherwise, to permit the performance of its obligations hereunder. Notwithstanding the foregoing, Pfizer shall use Commercially Reasonable Efforts to obtain the Authorization.

Pfizer shall ensure that all Product is properly labeled and packaged (possibly with a Pfizer label) in accordance with the Specifications and material cGMP standards.

Pfizer shall comply with all conditions (in the relevant timescales) imposed on or agreed in relation to the Authorization.

In the event that a third party is the applicant or holder of the Authorization, any obligation on Pfizer under this Agreement shall be taken as a requirement on Pfizer to use Commercially Reasonable Efforts to procure the compliance of such third party Authorization applicant or holder with such obligations to the extent necessary to ensure the relevant obligation is fully met.

4.3 Quality Tests and Checks.

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Pfizer shall perform all bulk holding stability, manufacturing trials, validation (including, but not limited to, method, process and equipment cleaning validation), raw material, in-process, bulk finished product and stability (chemical and/or microbial) tests or checks required to assure the quality of the Product and tests or checks required by the Specifications and cGMP.

4.4 Rejection of Product; Disposal of Rejected Shipments.

(a) Purchaser may reject any Product that does not conform to Specifications, cGMP ("**Non-Complying Product**") by providing written notice of rejection to Pfizer and the delivery carrier and setting out detailed reasons for such rejection (i) immediately upon delivery of such Non-Complying Product to Purchaser, or (ii) immediately and in no event more than)five (5) Business Day upon its first knowledge of a Latent Defect.

(b)

(c) The provisions of this Section 4.4 (Rejection of Product; Disposal of Rejected Shipments) shall survive termination or expiration of this Agreement.

4.5 Maintenance and Retention of Records.

(a) Each Party shall maintain with respect to its activities under this Agreement as required by Laws.

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s.20(1)(d)

(b) Purchaser will maintain a quality system for receipt, inspection, storage, traceability to further delivery points, and recall activities. If Purchaser does not have a quality system for the activities defined, Pfizer may share details of a proposed quality system for Purchaser's compliance.

4.6 Diversion Issues.

All Product delivered to Purchaser shall be: (a) stored securely by Purchaser; and (b) distributed by Purchaser only in Canada in a secure manner appropriate to the transportation route and destination, in each case (a) and (b) to guard against and deter theft, diversion, tampering, substitution (with, for example, counterfeits) resale or export out of Canada, and to protect and preserve the integrity and efficacy of the Product. Purchaser shall promptly notify Pfizer in writing within 48 hours if at any time Purchaser believes that any of the Product has been stolen, diverted, tampered with, substituted, or otherwise subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Pfizer. The notice shall provide all information relating to the Product diversion, including, but not limited to, detailed information including the date, time, location, number, batch number(s), expiration date, circumstances, and contact person(s) information.

4.7 Recalls.

5. REPRESENTATIONS & WARRANTIES.

5.1 Mutual Representations and Warranties. Pfizer and Purchaser each represents and warrants to each other the following:

(a) Organization and Authority. It has full right, power and authority to enter into this Agreement and to perform its respective obligations under this Agreement, including in the case of Purchaser, that this Agreement falls within the scope of Section 8.5 of the Policy on Decision Making in Limiting Contractor Liability in Crown Procurement Contracts and all necessary authorizations and approvals have been obtained by Purchaser to authorize its performance of all of its obligations contained herein (including the indemnity obligations set out in Section 8.1;

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(b) No Conflicts or Violations. The execution and delivery of this Agreement by such Party and the performance of such Party's obligations hereunder (i) do not conflict with or violate any Laws existing as of the Effective Date and applicable to such Party and (ii) do not conflict with, violate, breach or constitute a default under, and are not prohibited or materially restricted by, any contractual obligations of such Party existing as of the Effective Date; and

(c) Valid Execution. Such Party is duly authorized to execute and deliver this Agreement, and the Person executing this Agreement on behalf of such Party is duly authorized to execute and bind such Party to the terms set forth herein.

5.2 Warranties of Pfizer.

Pfizer warrants to Purchaser that:

5.3 Anti-Bribery/Anti-Corruption.

The Parties represent and warrant that, beyond the mutual consideration set forth in this Agreement, neither they nor their agents have provided or requested, or will provide or request, any additional incentive or benefit to or from the other Party or its agents to induce either Party to enter this Agreement or perform any part of this Agreement.

Pfizer has not made, and will not make, in the performance of this Agreement directly or indirectly any payment, offer, promise, or authorization of payment of money or anything of value to a Government official, political party, candidate for political office, or any other Person, and has not sought and will not seek

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improperly or corruptly to influence any Government official, political party, candidate for political office, or any other Person, in order to gain an improper business advantage.

5.4 No Other Warranty.

Except to the extent set out expressly in this Agreement, all conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement (whether by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by Laws. Without prejudice to the general nature of the previous sentence, unless this Agreement specifically states otherwise and to the maximum extent permitted by Law, Pfizer expressly disclaims any representations or warranties with respect to the Product, including, but not limited to, any warranties or undertaking as to (a) non-infringement of Intellectual Property rights of a third party, (b) that there is no requirement to obtain a license of third party Intellectual Property rights to enable the use or receipt of the Product, (c) merchantability, or (d) fitness for a particular purpose.

5.5 Purchaser Acknowledgement.

Purchaser acknowledges that the Vaccine and materials related to the Vaccine, and their components and constituent materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic and will continue to be studied after provision of the Vaccine to Purchaser under this Agreement. Purchaser further acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known. Further, to the extent applicable, Purchaser acknowledges that the Product shall not be serialized.

6. TERM; TERMINATION.

6.1 Term of Agreement.

This Agreement shall commence on the Effective Date and shall continue until the later of (a)
and (b)
unless terminated pursuant to this Section 6 (Term; Termination) or the mutual written agreement of the Parties ("**Term**").

6.2 Termination for Cause.

Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach by the other Party of any term of this Agreement, which breach remains uncured following written notice to such breaching Party of such material breach. Notwithstanding the foregoing, if such material breach, by its nature, cannot be cured, the non-breaching Party may terminate this Agreement immediately upon written notice to the

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breaching Party.

6.3 Mutual Termination Rights.

6.4

6.5 Effect of Termination.

(a) Upon expiry or termination of this Agreement for any reason:

(i) Purchaser shall pay any sums owed to Pfizer pursuant to this Agreement within of the date of invoice for the same; and

(ii) each Party shall use Commercially Reasonable Efforts to mitigate both (1) the damages that would otherwise be recoverable from the other pursuant to this Agreement, and (2) any costs, fees, expenses or losses that may be incurred by a Party, or for which a Party may be responsible, under this Agreement, by taking appropriate and reasonable actions to reduce or limit the amount of such damages, costs, fees, expenses or losses.

(b) The termination or expiration of this Agreement shall not affect the survival and continuing validity of Sections 4, 5, 6, 7, 8, 9 and 10 or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration.

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(c)

7. **INTELLECTUAL PROPERTY**.

Pfizer will be the sole owner of all Intellectual Property it generates during the development, manufacture, and supply of the Product or otherwise related to the Product. Neither Party will gain any rights of ownership to or use of any property or Intellectual Property owned by the other (whether by virtue of this Agreement, by implication or otherwise).

8. **INDEMNIFICATION**.

8.1

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8.2

9. **INSURANCE AND LIABILITY.**

9.1 Insurance.

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9.2 Limits on Liability.

(a)

(b)

9.3 Excluded Liability.

(a)

(b)

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9.4 Conditions Precedent to Supply.

10. CONFIDENTIAL INFORMATION.

10.1 Non-Use and Non-Disclosure.

Each Recipient shall, and shall cause its Representatives which have access to the Disclosing Party's Confidential Information to, maintain in strict confidence, and shall not disclose to any third party, all Confidential Information observed by or disclosed to it by or on behalf of the Disclosing Party pursuant to this Agreement. Each Recipient shall not use or disclose such Confidential Information except as permitted by this Agreement. Each Recipient shall safeguard the confidential and proprietary nature of the Disclosing Party's Confidential Information with at least the same degree of care as it holds its own confidential or proprietary information of like kind, which shall be no less than a reasonable degree of care. The Recipient and its Representatives may use, copy, and make extracts of the Disclosing Party's Confidential Information only in connection with fulfilling its obligations under this Agreement and, without limiting the foregoing, shall not use the Confidential Information for the benefit of the Recipient or any of its Representatives, or for the benefit of any other Person. In the event that Recipient becomes aware of any breach of the obligations contained in this Section 10 (Confidential Information) by it or its Representatives, Recipient shall promptly notify the Disclosing Party in writing of such breach and all facts known to Recipient regarding same. In addition, if Recipient is required to disclose the Disclosing Party's Confidential Information in connection with any court order, statute or Government directive or requirement under any Law, Recipient shall give the Disclosing Party notice of such request, as soon as practicable, before such Confidential Information is disclosed so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, Recipient shall promptly cooperate with and reasonably assist the Disclosing Party (at the Disclosing Party's cost) in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, Recipient shall disclose only that portion of Confidential Information which its legal counsel determines it is required to disclose. Neither this Agreement nor the performance by either Party hereunder shall transfer to the Recipient any

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proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including, but not limited to, any Intellectual Property rights subsisting therein) or be construed as granting a license in its Confidential Information.

10.2 Recipient Precautions.

In order to comply with the obligations contained in this Section 10 (Confidential Information), Recipient shall take at least the following precautions: (a) Recipient shall exercise all reasonable efforts to prevent unauthorized employees and unauthorized third parties from gaining access to Confidential Information (and in no event less than reasonable care); (b) Recipient shall disclose Confidential Information only to such of its Representatives who have a need to know such Confidential Information to fulfill its obligations under this Agreement; provided, however, before any disclosure of Confidential Information, Recipient shall bind its Representatives receiving such Confidential Information to a written agreement of confidentiality at least as restrictive as this Agreement; and (c) prior to any disclosure, Recipient shall instruct its Representatives of the confidential nature of, and to maintain the confidentiality of, the Confidential Information. Recipient shall be responsible for all actions of its Representatives, including any breach of the terms hereof, regardless of whether or not such Representatives remain employed or in contractual privity with the Recipient.

10.3 Return of Confidential Information.

Upon the written request of the Disclosing Party, Recipient shall promptly return or, at the Recipient's option, delete or destroy all Confidential Information of the Disclosing Party (including all copies in whatever medium provided to, or made by, such recipient); provided, however, that, subject to the terms of this Agreement, (i) Recipient shall be entitled to retain one archival copy of such Confidential Information for purposes of determining its obligations under this Agreement and to otherwise satisfy requirements of law; and (ii) Recipient shall not be required to destroy any computer files stored securely by the Recipients or its Affiliates that are created during automatic system back up, or retained for legal purposes by the legal division of the Recipient and its Affiliates, provided that such retained Confidential Information shall remain subject to the terms of this Agreement. Notwithstanding Recipient's return or destruction of Confidential Information, Recipient shall continue to be bound by its obligation of confidentiality and non-use under this Agreement.

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s.19(1)
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10.4 Survival.

The provisions of this Section 10 (Confidential Information) shall survive the termination or expiration of the this Agreement for a period of ten (10) years, except with respect to any information that constitutes a trade secret (as defined under Law), in which case the recipient of such information will continue to be bound by its obligations under this Section 10 (Confidential Information) for so long as such information continues to constitute a trade secret, but in no event for a period of less than the ten (10)-year period specified above.

11. NOTICES.

Any notice required to be given hereunder shall be in writing and deemed to have been sufficiently given, (i) when delivered in person, (ii) on the next Business Day after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (iii) when delivered via e-mail, provided the original is delivered via one of the preceding methods on or prior to the fifth (5th) Business Day after transmission of the e-mail, to the addresses specified below. Each notice shall specify the name and date of and parties to this Agreement.

If to Purchaser:

Public Services and Procurement Canada
10 Wellington Street, 5th Floor
Gatineau, Quebec K1A 0S5
Attention: Manager - Drugs, Vaccines, Biologics Procurement Division
Email: kurt.young@tpsgc.pwgsc.gc.ca

If to Pfizer:

Pfizer Canada ULC
17, 300 Trans-Canada Highway
Kirkland, Quebec H9J 2M5
Attention: Legal Affairs Division of Pfizer
Fax: 514-426-7599
Email: Fabien Paquette
@pfizer.com

With a copy (which shall not constitute notice) to:

Pfizer Inc.
235 East 42nd Street
New York, NY 10017
Attention: General Counsel
LegalNotice@Pfizer.com

Either Party may, by notice to the other Party, change the addresses and names given above.

12. MISCELLANEOUS.

12.1 Negotiations of Dispute.

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12.2 Arbitration.

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, or relating to arbitrability or the scope and application of this Section 12.2 (Arbitration), shall be finally resolved by arbitration. The arbitration shall be administered by ICDR Canada and conducted by three arbitrators, in accordance with its international Arbitration Rules.

The seat of the arbitration shall be Toronto, Ontario, Canada and it shall be conducted in the English language.

The arbitration award shall be final and binding on the Parties, and the parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets. For greater certainty, Purchaser acknowledges and agrees that any

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monetary judgment that may be awarded against it in arbitration is an enforceable judgment pursuant to the *Federal Courts Rules* and the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, s. 30. Except as may be required by Law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

12.3 Publicity.

A Party shall not use the name, trade name, service marks, trademarks, trade dress or logos of the other Party in publicity releases, advertising or any other publication, without the other Party's prior written consent in each instance.

12.4 Governing Law.

12.5

12.6 Relationship of the Parties.

The relationship hereby established between Purchaser and Pfizer is solely that of independent contractors. Neither Party has authority to act or make any agreements or representations on behalf of the other Party. This Agreement is not intended to create, and shall not be construed as creating, between Pfizer and Purchaser, the relationship of principal and agent, employer and employee, joint venturers, co-partners, or any other such relationship, the existence of which is expressly denied.

12.7 Assignment; Binding Effect.

Neither Purchaser nor Pfizer shall assign,
any of its rights or delegate or subcontract any of its duties and obligations under

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s.20(1)(d)

this Agreement without the prior written consent of the other Party, which may be withheld at such Party's discretion. Any such attempted assignment of rights or delegation or subcontracting of duties without the prior written consent of the other Party shall be void and ineffective. Any such assignment, delegation or subcontracting consented to by a Party shall not relieve the other Party of its responsibilities and liabilities hereunder and such assigning Party shall remain liable to other Party for the conduct and performance of each permitted assignee, delegate and subcontractor hereunder. This Agreement shall apply to, inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. The Parties agree that this Agreement is not intended by either Party to give any benefits, rights, privileges, actions or remedies to any Person or entity, partnership, firm or corporation as a third party beneficiary or otherwise under any theory of Law.

12.8 Force Majeure.

Neither Party shall be liable for any failure to perform or any delays in performance, and neither Party shall be deemed to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control and not to its acts or omissions,

12.9 Severability.

If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Agreement to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of this Agreement shall not be affected thereby. In such event, the Parties shall in good faith attempt to replace any unenforceable provision of this Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

12.10 Non-Waiver; Remedies.

A waiver by any Party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies specified in this Agreement shall be cumulative and in addition to any other remedies provided at

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Law or in equity.

12.11 Further Documents.

Each Party hereto agrees to execute such further documents and take such further steps as may be reasonably necessary or desirable to effectuate the purposes of this Agreement.

12.12 Forms.

The Parties recognize that, during the Term, a Purchase Order acknowledgment form or similar routine document (collectively, "**Forms**") may be used to implement or administer provisions of this Agreement. The Parties agree that the terms of this Agreement shall prevail in the event of any conflict between terms of this Agreement and the terms of such Forms, and any additional or different terms contained in such Forms shall not apply to this Agreement.

12.13 Headings.

Headings of Sections or other parts of this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or change the meaning of this Agreement.

12.14 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party in accordance with the means set forth in Section 11 (Notices) or by reliable electronic means (with receipt electronically confirmed).

12.15 Electronic Delivery and Storage.

Delivery of a signed Agreement by reliable electronic means, including facsimile or email (with receipt electronically confirmed), shall be an effective method of delivery of the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the Parties to this Agreement.

12.16 Entire Agreement; Amendments.

This Agreement, together with any attachments and amendments, which are hereby incorporated by reference (and as such attachments may be amended, amended and restated or replaced from time to time), constitute the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect to thereto, including the Binding Term Sheet. No modification or alteration of this Agreement shall be binding upon the Parties

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unless contained in a writing signed by a duly authorized agent for each respective Party and specifically referring hereto or thereto.

12.17 Rule of Construction.

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

12.18 Legal Costs.

Each Party will bear its own legal costs in preparing and concluding this Agreement.

[*signature on following page*]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

PFIZER CANADA ULC

By:
Name: FABIEN DJAOUGTTE
Title: VACCINES LEAD, PFIZER CANADA

By:_____
Name:_____
Title:_____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By:_____
Name: Anita Anand
Title: Minister of Public Services and Procurement

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s.19(1)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

PFIZER CANADA ULC

By:_____
Name:_____
Title:_____

By:_____
Name: Cole C. Pinnow
Title: President, Pfizer Canada

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By:_____
Name: Anita Anand
Title: Minister of Public Services and Procurement

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Attachment A - Specifications

[To be inserted following the Effective Date (and in any event before supply in line with the agreed Delivery Schedule)]

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Attachment B - Delivery Schedule and Price

Quarter	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total
Doses (million)					20

Price per dose:
CAD

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Attachment C- Delivery Documentation

[to be inserted]

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Attachment D – Delivery Specification

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Attachment D – Delivery Specification
Exhibit 1 – Unpacking and Re-icing: Thermal Shipper A

[*Exhibit 1 on following pages*]

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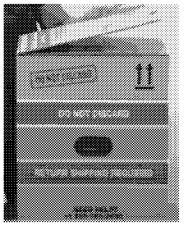
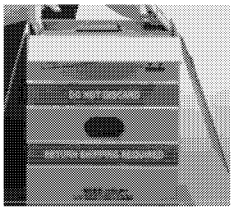
Important Note: Please read the following ancillary documents included with the shipper before performing the unpacking and/or re-icing procedure:

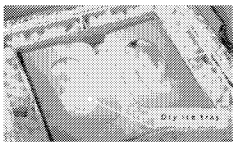
1. Guidelines for Safe, Storage, Use
2. Handling of Dry Ice and Carbon Dioxide, Dry Ice Safety Data Sheet

Unpacking Thermal Shipper A

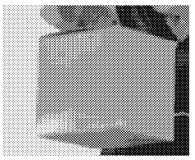




1. Open the Outer Corrugated Shipper and remove the VIP Lid carefully as the probe is connected to the Payload Box. Care should be taken to not disconnect the probe from the Payload Box.

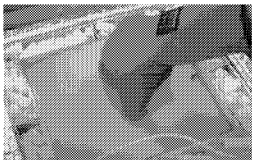


2. Take out the Dry Ice Tray.



3. Remove the Payload Box from the thermal shipper by carefully pulling directly upwards. Care should be taken to not disconnect the probe from the Payload Box.

4. Open the Payload Box and remove the vial tray. Take out the product for inspection and immediately (within one minute of opening) either store in an ultra-low temperature freezer or prepare for use.



5. If shipper will be used as temporary storage for remaining vials, immediately close the Payload Box, place the Payload Box back into the thermal shipper within one minute of opening and follow the re-icing instructions.

*Refer to Recommendations section on the last page for further details on using the thermal shipper as temporary storage.

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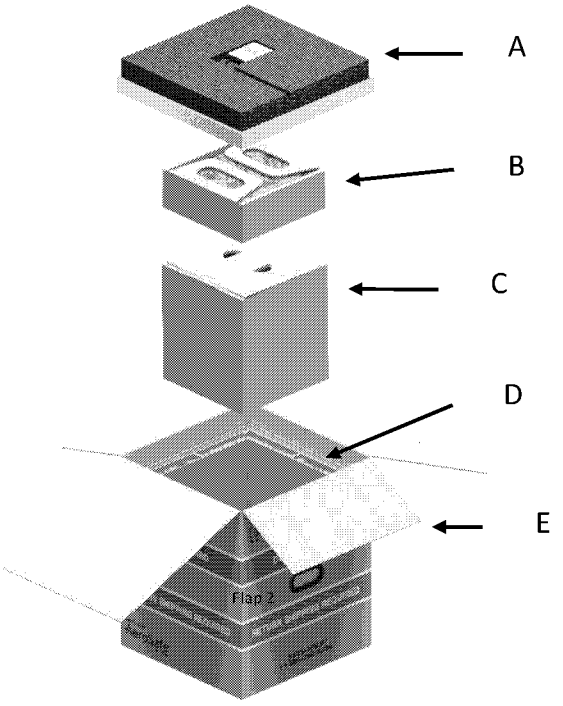
Re-icing Instructions Thermal Shipper A

1. Open the outer corrugated shipper and take off the VIP Lid (A).
2. Take out the Dry Ice Tray (B) and set aside.
3. Fill the Scaffolding (D) of the shipper with dry ice to the top of the scaffolding.
4. Reinsert the Dry Ice Tray (B) on top of the Payload Box (C).
5. Fill the Dry Ice Tray (B) with dry ice.
6. Close the shipper with the VIP Lid (A).
7. Fold the outer corrugate flaps and reseal shipper with tape.

	Description
A	VIP Lid
B	Dry Ice Tray
C	Payload Box
D	Corner Dry Ice Scaffold
E	47L7 Shipper



Recommendations:

- Thermal shipper keeps ultra-low temperatures up to 10 days if stored at 15°C to 25°C temperatures without opening.
- Upon receipt and after opening, the box should be replenished/inspected with dry ice within 24 hours (maximum of 22 kgs of dry ice pellets (10 mm – 16 mm pellets)).
- The thermal shipper should be re-iced every 5 days and must be returned within 10 business days including temperature data logger (must be returned in no more than 20 business days).
- Local dry ice suppliers should be used for re-icing the thermal shipper
- Recommendation of no more than 2 openings of the thermal shipper per day. Thermal shipper should be closed within 1 minute (or less) after opening for dry ice to last for 5 days (after re-icing within 24 hours upon delivery as needed).
- Temperature monitoring is to be used if thermal shipping system is used as temporary storage. Sites are responsible for obtaining their own temperature monitoring devices to monitor temperatures when using the thermal shipping system as temporary storage. Temperature monitors capable of

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being in a dry ice environment to be used and placed in the location of the vial tray within the thermal shipping system.

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Attachment D – Delivery Specification
Exhibit 2 – Unpacking and Re-icing: Thermal Shipper B

[*Exhibit 2 on following pages*]

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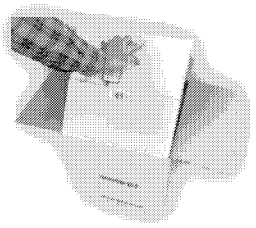
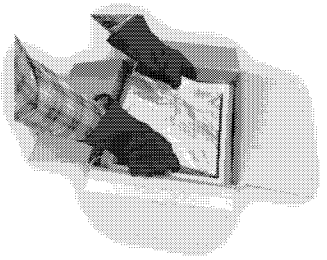
Important Note: Please read the following ancillary documents included with the shipper before performing the unpacking and/or re-icing procedure:

1. Guidelines for Safe, Storage, Use
2. Handling of Dry Ice and Carbon Dioxide, Dry Ice Safety Data Sheet

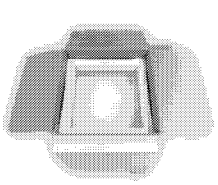
Unpacking Instructions Thermal Shipper B

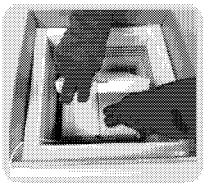


1. Open the Outer Corrugated Shipper and open the Lid.

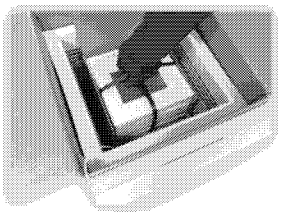


2. Take out the Dry Ice Pod.





3. Access the payload carton under the thin layer of dry ice and open it.



4. Take out the product for inspection and immediately (within one minute of opening) store in an ultra-low temperature freezer or prepare for use. If shipper will be used as temporary storage for remaining vial trays, immediately re-insert the trays within one minute of opening and follow the re-icing instructions.

*Refer to Recommendations section on the last page for further details on using the thermal shipper as temporary storage.

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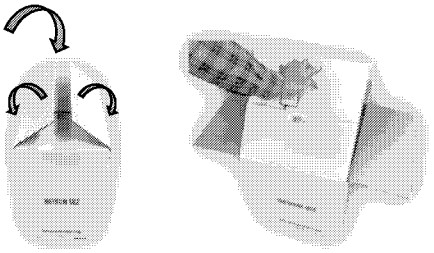
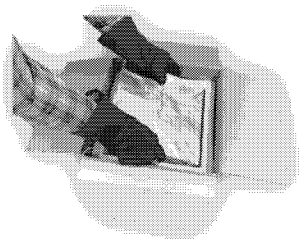
Re-icing Instructions Thermal Shipper B



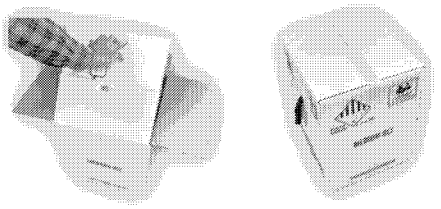
1. Open the Outer Corrugated Shipper and open the Lid.



2. Take out the Dry Ice Pod.

3. Fill the sides of the shipper with dry ice until there is a thin layer of dry ice on top of the Product Carton.

4. Reinsert the Dry Ice Pod and fill with dry ice leaving room between dry ice level and sides of shipper.



5. Close the Lid, close the Outer Corrugated Shipper and reseal with tape.

Recommendations:

- Thermal shipper keeps ultra-low temperatures up to 10 days if stored at 15°C to 25°C temperatures without opening.
- Upon receipt and after opening, the box should be replenished/inspected with dry ice within 24 hours (maximum of 23 kgs of dry ice pellets (10 mm – 16 mm pellets)).
- The thermal shipper should be re-iced every 5 days and must be returned within 10 business days including temperature data logger (must be returned in no more than 20 business days).
- Local dry ice suppliers should be used for re-icing the thermal shipper
- Recommendation of no more than 2 openings of the thermal shipper per day. Thermal shipper should be closed within 1 minute (or less) after opening for dry ice to last for 5 days (after re-icing within 24 hours upon delivery as needed).
- Temperature monitoring is to be used if thermal shipping system is used as temporary storage. Sites are responsible for obtaining their own temperature monitoring devices to monitor temperatures when using the thermal shipping system as temporary storage. Temperature monitors capable of

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being in a dry ice environment to be used and placed in the location of the vial tray within the thermal shipping system.

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Attachment E – Labelling and Packaging Specifications

[To be inserted following the Effective Date (and in any event before supply in line with the agreed Delivery Schedule)]

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Attachment F – Return and Disposal of Product Materials

A. Return

"**Logistics Delivery Equipment**" refers to the packaging used for shipping and the monitoring device attached to each shipping package.

Once dry ice is no longer needed, open the **Logistics Delivery Equipment** and leave it at room temperature in a well-ventilated area. The dry ice will readily sublime from a solid to a gas. DO NOT leave dry ice unattended.

Store the empty **Logistics Delivery Equipment** until return in an appropriate clean and secure location to protect and maintain the functionality of the equipment (e.g., do not store outside under uncontrolled conditions, exposed to weather, exposed to pests, etc.).

Return of the **Logistics Delivery Equipment** to be undertaken within 20 business days following delivery of the Product to the Purchaser's recipient. Instructions and logistics for return will be provided on the interior of the shipper and will also be available on Pfizer's website.

B. Disposal

"**Primary Container Units**" refers to the vials that contain the Product.

Destruction of the **Primary Container Units** that have been opened or are unused must take place at a facility appropriately licensed to handle and destroy pharmaceutical waste, medical waste, and/or hazardous waste, and destruction must be by means of grinding or incineration.

"**Secondary Cartons**" refers to the immediate boxes that contain the vials of Product.

Secondary Cartons must be defaced and destroyed in accordance with local clinical dosing facility waste management services, and **Secondary Cartons** may not be disposed of in routine household waste collection or recycling centres.

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Government of Canada / Gouvernement du Canada

Delivery Order
Bon de livraison

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s.19(1)

Attachment G – Form of Purchase Order

To: - A:		Order No. - No. de la commande
PFIZER CANADA ULC PharmaCustomerServiceDept@pfizer.com @pfizer.com		Order Date - Date de la commande Date Required - Demande pour le

Item No. No. de l'article	Item Description Description de l'article	Quantity Quantité	Price Prix
1 **Special Instructions/ Delivery Hours (if applicable)**			Firm dose price as set out in that certain manufacturing and supply agreement between PFIZER CANADA ULC and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA dated September __, 2020.

Delivery Address - Adresse de livraison	Invoicing Address - Adresse de facturation
	Public Health Agency of Canada P2P Invoices 200 Eglantine Drive, 18th Floor Rm 1855C Jeanne Mance Building Ottawa, Ontario K1A 0K9 Email: Hc.p2p.east.invoices-factures.est.sc@canada.ca

Special Instructions - Instructions spéciales	Approved for the Minister - Approuvé pour le Ministre
The order number must appear on invoices, billing lists, packing lists, correspondence and outside containers. Please note additional instructions attached if applicable. Veuillez consulter les instructions supplémentaires s'il ya lieu. **PLEASE ADVISE PROVINCE/TERRITORY/DEPARTMENT CONTACT WHEN DELIVERY WILL OCCUR.**	

Canada

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s.20(1)(b)

s.20(1)(c)

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AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS AMENDMENT AGREEMENT ("**Amendment**") is dated as of December 4, 2020 ("**Amendment Effective Date**") and is made by and between Pfizer Canada ULC with offices at 17300 Trans-Canada Highway, Kirkland, Quebec, Canada, H9J 2M5 (hereinafter "**Pfizer**") and Her Majesty The Queen in Right of Canada, represented by the Minister of Public Works and Government Services Canada with offices at 11 Laurier St. / 11, rue Laurier, 6B3, Place du Portage III, Gatineau, Quebec, K1A 0S5 (hereinafter "**Purchaser**") and amends the Manufacturing and Supply Agreement ("**Agreement**") entered into by and between Pfizer and Purchaser on October 26, 2020. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

WHEREAS, in the Agreement, Purchaser acknowledges

WHEREAS, Purchaser has requested and Pfizer has agreed, subject to the conditions set forth in the Agreement, to amend the Delivery Schedule so that a certain number of Contracted Doses are delivered prior to January 1, 2021 and in consideration thereof the Parties have agreed to increase the Price for those Contracted Doses which are delivered prior to January 1, 2021;

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Amendment to amend such terms in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. AMENDMENTS TO AGREEMENT

The Parties agree to amend the Agreement as follows:

1.1 Section 2.3(a) of the Agreement (*Contracted Doses*) is hereby amended as follows:

> "On the Effective Date, Purchaser shall submit to Pfizer a legally binding and irrevocable Purchase Order(s) for twenty million, one hundred and seventy-five (20,000,175) doses ("**Contracted Doses**") of the Product.",

and the Parties agree that (a) the invoice issued by Pfizer dated October 26, 2020 and (ii) an invoice to be issued on or about December 4, 2020 (collectively, the "**Invoice**") reflects such amended Contracted Doses.

1.2 Section 3.2(a) of the Agreement (*Advance Payment*) is hereby amended as follows:

> "In partial consideration of the Contracted Doses, Purchaser shall pay an upfront payment of (calculated as dose multiplied by the Contracted Doses) within of receipt of an invoice from Pfizer issued on or after the Effective Date (the "**Advance Payment**").",

and the Parties agree that the Invoice reflects such amended Advance Payment.

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s.20(1)(b)

s.20(1)(d)

1.3 Attachment B to the Agreement shall be deleted in its entirety and Appendix 1 to this Amendment shall be included as a new Attachment B.

2. CONTINUING FORCE AND EFFECT

Except as otherwise amended under the terms of Section 1 herein, the Agreement shall remain in full force and effect.

3. LAW AND DISPUTES

4. COUNTERPARTS; FACSIMILE

This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

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Released under the ATIA

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Effective Date.

PFIZER CANADA ULC

By:

Name: Fabien Paquette

Title: Vaccines Lead, Pfizer Canada

By:

Name: Cole C. Pinnow

Title: President, Pfizer Canada

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By:

Name: Reza, Arianne

Digitally signed by: Reza, Arianne
DN: CN = Reza, Arianne C = CA O = GC OU = PWGSC-TPSGC
Date: 2020.12.05 17:19:52 -05'00'

Title:

DocuSign Envelope ID: 8776D2D4-9E91-409D-99C4-AF5FC7CDF9CC

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s.20(1)(b)

s.20(1)(c)

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APPENDIX 1
Attachment B – Delivery Schedule and Price

Quarter	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total
Doses						20,000,175
Price per dose	CAD	CAD	CAD	CAD	CAD	

Gouvernement du Canada | Government of Canada

Access to Information and Privacy
11 Laurier Street
Gatineau, QC, K1A 0S5

Tel: 873-469-3721 – Fax: 819-994-2119
E-mail: AIPRP.ATIP@tpsgc-pwgsc.gc.ca

Votre référence - Your file

Notre référence - Our file
A-2020-00537 / SD

Ms. Christine Massey
21 Keystone Ave
Toronto, Ontario M4C 1G9

Dear Ms. Massey:

This is in response to your request dated December 23, 2020, pursuant to the *Access to Information Act*, for the following records:

"1. In regards to BioNTech Manufacturing GmbH, the company listed on Health Canada's website in connection with the "Pfizer-BioNTech COVID-19 Vaccine (tozinameran)" that was approved by Health Canada on December 9 2020, all records in the possession, custody or control of Health Canada that indicate:-whether BioNTech Manufacturing GmbH has been granted any exemptions or protections of any sort from legal liability in the event of proven or suspected adverse reactions to their "COVID-19 Vaccine";-what recourse will be available to members of the public who suffer proven or suspected adverse reactions from BioNTech Manufacturing GmbH's "COVID-19 Vaccine";-whether members of the public who suffer proven or suspected adverse reactions from BioNTech Manufacturing GmbH's "COVID-19 Vaccine" will be restricted in any way from holding BioNTech Manufacturing GmbH legally responsible;-whether members of the public whose relative/loved one dies in reaction to BioNTech Manufacturing GmbH's "COVID-19 Vaccine" will be restricted in any way from holding BioNTech Manufacturing GmbH legally responsible. 2. The same as in #1, for companies whose "COVID-19 Vaccines" are authorized by Health Canada in the future. I am requesting any such records, authored by anyone, ever. If publicly available plz provide URLs. "

Enclosed is a copy of all the accessible documents which you requested under the Act. Please note that, after consultation with the third party, certain information has been severed pursuant to section 25 of the Act. The information severed qualifies for exemption under subsection 19(1) and paragraphs 20(1)(b), 20(1)(c) and 20(1)(d) of the Act (http://laws-lois.justice.gc.ca/eng/acts/A-1/index.html).

You are entitled to file a complaint regarding the processing of your request within 60 days of the receipt of this letter. Should you decide to avail yourself of this right, your notice of complaint should be addressed to the:

Information Commissioner of Canada
30 Victoria Street
Gatineau, QC K1A 1H3

Should you have any questions, do not hesitate to contact Sophie Doucet, by telephone at 873-455-7389, or by e-mail at sophie.doucet@pwgsc-tpsgc.gc.ca.

Sincerely,

Doucet, Sophie

Digitally signed by Doucet, Sophie
Date: 2024.03.26 09:26:28 -04'00'

Sophie Doucet
Manager, Access to Information and Privacy
Public Services and Procurement Canada

Encl.: PDF (Pages 1-55)

Gmail **Christine, an unincorporated woman <cmssyc@gmail.com>**

Response - Access to Information Request A-2020-00537 / SD

Christine, an unincorporated woman <cmssyc@gmail.com> Tue, Mar 26, 2024 at 12:31 PM
To: "Doucet, Sophie (SPAC/PSPC) (elle-la / she-her)" <Sophie.Doucet@tpsgc-pwgsc.gc.ca>
Cc: "Doucet, Sophie (SPAC/PSPC) (elle-la / she-her)" <Sophie.Doucet@tpsgc-pwgsc.gc.ca>

Hi Sophie.

It's been more than 3 years since I last heard anything about this request.

You've only given me the Pfizer contract, and without all of the amendments.

Please provide me with all of the amendments and all of the other records that I requested almost 3.5 years ago.

Also, when you redact using white which is the same as the background colour, as you have done here, it's impossible for me to determine how many redactions have been made and where.

When you write back, please provide a version that is redacted with another colour.

Best wishes,
Christine
[Quoted text hidden]

Gmail **Christine, an unincorporated woman <cmssyc@gmail.com>**

Response - Access to Information Request A-2020-00537 / SD

Doucet, Sophie (SPAC/PSPC) (elle-la / she-her) <Sophie.Doucet@tpsgc-pwgsc.gc.ca> Tue, Apr 2, 2024 at 3:48 PM
To: "Christine, an unincorporated woman" <cmssyc@gmail.com>

Hello Christine,

I apologize for the delay to respond to your message below.

Since you have waited a long time to receive a response to this ATI request, I took the opportunity to open an informal request on your behalf (AI-2024-00004) for a copy of the responsive records to the following ATI request which was closed recently:

A-2022-00378: "COVID vaccine agreements with Pfizer, including those dealing with liability protection as of February 21, 2023."

The disclosure package contains the original manufacturing and supply agreement with Pfizer (October 2020), five amendments to the original agreement as well as the amended and restated manufacturing and supply agreement signed in July 2022.

I will ensure that the redactions are highlighted in grey when I send you the informal package before the end of the week.

Please note that a new ATI request should be submitted if you would like to receive any amendments to the amended and restated manufacturing and supply agreement with Pfizer, dated after July 2022.

Please confirm that you agree with this approach and let me know if I can be of any further assistance.

Regards,

Sophie Doucet

Gestionnaire, Accès à l'information et protection des renseignements personnels
Services publics et approvisionnement Canada / Gouvernement du Canada
sophie.doucet@tpsgc-pwgsc.gc.ca / 873-455-7389

Manager, Access to Information and Privacy
Public Services and Procurement Canada / Government of Canada
sophie.doucet@tpsgc-pwgsc.gc.ca / 873-455-7389

-----Original Message-----
From: Christine, an unincorporated woman <cmssyc@gmail.com>
Sent: Tuesday, March 26, 2024 12:32 PM
To: Doucet, Sophie (SPAC/PSPC) (elle-la / she-her) <Sophie.Doucet@tpsgc-pwgsc.gc.ca>
Subject: Re: Response - Access to Information Request A-2020-00537 / SD

EXTERNAL EMAIL – USE CAUTION / COURRIEL EXTERNE – FAITES PREUVE DE PRUDENCE
[Quoted text hidden]

Gmail **Christine, an unincorporated woman <cmssyc@gmail.com>**

Response - Access to Information Request A-2020-00537 / SD

Christine, an unincorporated woman <cmssyc@gmail.com> Wed, Apr 3, 2024 at 12:37 PM
To: "Doucet, Sophie (SPAC/PSPC) (elle-la / she-her)" <Sophie.Doucet@tpsgc-pwgsc.gc.ca>

Hi Sophie,

Thanks for your message. Yes, I agree with this approach.

Christine
[Quoted text hidden]

Gmail **Christine, an unincorporated woman <cmssyc@gmail.com>**

Response - PSPC Access Informal Request - AI-2024-00004

Doucet, Sophie (SPAC/PSPC) (elle-la / she-her) <Sophie.Doucet@tpsgc-pwgsc.gc.ca> Thu, Apr 4, 2024 at 8:58 AM
To: "Christine, an unincorporated woman" <cmssyc@gmail.com>

Dear Ms. Massey:

This is in response to your informal request dated April 2, 2024, for a copy of the records released in response to the following request:

“A-2022-00378 : COVID vaccine agreements with Pfizer, including those dealing with liability protection as of February 21, 2023.”

Please note that the enclosed records are provided in the language in which they were originally created, and in the form that they were released under the *Access to Information Act*.

Should you have any questions, do not hesitate to contact our office.

Sincerely,

Sophie Doucet

Gestionnaire, Accès à l’information et protection des renseignements personnels

Services publics et approvisionnement Canada / Gouvernement du Canada

sophie.doucet@tpsgc-pwgsc.gc.ca / 873-455-7389

Manager, Access to Information and Privacy

Public Services and Procurement Canada / Government of Canada

sophie.doucet@tpsgc-pwgsc.gc.ca / 873-455-7389

AI-2024-00004 - Copy of A-2022-00378 Release Package.pdf
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CONFIDENTIAL

MANUFACTURING AND SUPPLY AGREEMENT

BETWEEN

PFIZER CANADA ULC

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

DATED AS OF

OCTOBER 26, 2020

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MANUFACTURING AND SUPPLY AGREEMENT

THIS MANUFACTURING AND SUPPLY AGREEMENT dated as of October 26, 2020 (the "**Effective Date**") is made by and between Pfizer Canada ULC with offices at 17300 Trans-Canada Highway, Kirkland, Quebec, Canada, H9J 2M5 (hereinafter "**Pfizer**") and Her Majesty The Queen In Right of Canada, as represented by the Minister of Public Works and Government Services Canada with offices at 11 Laurier St. / 11, rue Laurier, 6B3, Place du Portage III, Gatineau, Quebec, K1A 0S5 (hereinafter "**Purchaser**"). Purchaser and Pfizer may be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS, Pfizer Inc. ("**Pfizer US**") and BioNTech SE, a company organized and existing under the laws of Germany ("**BioNTech**"), are collaborating to develop a vaccine to address the global COVID-19 pandemic;

WHEREAS, subject to clinical success, Pfizer US and BioNTech shall be responsible for all requirements of the processes of approval of the clinical trials and the marketing authorization of the Product;

WHEREAS, Purchaser desires to purchase the Product for use in Canada, and subject to clinical success and regulatory approval in Canada, Pfizer desires to manufacture and supply such Product to Purchaser; and

WHEREAS, the Parties are willing to carry out the foregoing pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings set forth below.

1.1 "**Additional Order**" shall have the meaning set forth in Section 2.3.

1.2 "**Additional Product**" shall have the meaning set forth in Section 2.3.

1.3 "**Adjusted Delivery Schedule**" shall have the meaning set forth in Section 2.4(b).

1.4 "**Advance Payment**" shall have the meaning set forth in Section 3.2.

1.5 "**Affiliate(s)**" means, with respect to each Party, any corporation, firm, partnership or other entity or Person which directly or indirectly controls or is controlled by or is under common control with the named Party. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the

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election of directors of Pfizer or any direct or indirect parent of Pfizer, and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

1.6 "**Agreement**" means this Manufacturing and Supply Agreement and all Attachments hereto as the same may be amended, amended and restated, supplemented or otherwise replaced from time to time.

1.7 "**Allocation**" shall have the meaning set forth in Section 2.5.

1.8 "**Authorization**" shall mean (i) an Expedited Authorization or (ii) an authorization granted by Health Canada under Division 8 of the *Food and Drug Regulations* that allows the Product to be placed on the market in Canada.

1.9 "**BioNTech**" shall have the meaning set forth in the recitals.

1.10 "**Binding Term Sheet**" means the binding term sheet entered into by and between the Parties on .

1.11 "**Business Day**" means any day other than Saturday, Sunday or a public holiday in New York, New York, Ontario, Canada, or Quebec, Canada.

1.12 "**Commercially Reasonable Efforts**"

[redacted]

1.13 "**Confidential Information**" means all confidential or proprietary information, other than Exempt Information, in any form, directly or indirectly disclosed to Recipient or its Representatives by or on behalf of the Disclosing Party pursuant to this Agreement, regardless of the manner in which such information is disclosed, delivered, furnished, learned, or observed, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure. Confidential Information includes, without limitation, the terms and conditions of this Agreement. Failure to mark Confidential Information disclosed in writing hereunder as "Confidential" shall not cause the information to be considered non-confidential, with the burden on the Disclosing Party to prove such information clearly should have been known by a reasonable person with

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expertise on the subject matter, based on the nature of the information and the circumstances of its disclosure, to be Confidential Information, provided that the Disclosing Party has otherwise made good faith efforts to clearly mark Confidential Information as such. For avoidance of any doubt, Confidential Information shall not include Product label information, administration instructions or any instructions related to storage, transport or any warnings in respect of the Product.

1.14 "**Contracted Doses**" shall have the meaning set forth in Section 2.3.

1.15 "**Current Good Manufacturing Practices**" or "**cGMP**" means applicable Good Manufacturing Practices as required under the Food and Drug Regulations prescribed under the Food and Drugs Act (Canada) and any successor legislation and amendments thereto from time to time, prevailing at the time of the manufacture of the Product.

1.16 "**Delivery Price**" shall have the meaning set forth in Section 3.2.

1.17 "**Delivery Schedule**" shall have the meaning set forth in Section 2.4.

1.18 "**Disclosing Party**" means the Party or any of its Affiliates that discloses, or causes to be disclosed, Confidential Information to the other Party or any of its Affiliates.

1.19 "**Diverted Product**" shall have the meaning set forth in Section 2.4.

1.20 "**Effective Date**" shall have the meaning set forth in the preamble.

1.21 "**Exempt Information**" means information that: (a) the Recipient or any of its Representatives lawfully possessed, as demonstrated by competent proof, before the Disclosing Party disclosed such information under this Agreement; or (b) was already generally available and in the public domain at the time of disclosure, or becomes public (other than as a result of breach of this Agreement by the Recipient or its Representatives); (c) the Recipient or any of its Representatives lawfully obtains from a Person not in breach of any confidentiality obligation (or other prohibition from disclosing the information) to the Disclosing Party with respect to such information (and Recipient has made reasonable enquiry with respect thereto); or (d) the Recipient evidences to the reasonable satisfaction of the Disclosing Party is independently developed by or on behalf of the Recipient or its Representatives without the use of, reference to, aid from, or reliance on, the Confidential Information. In clarification of the foregoing, a general disclosure in the public domain will not cause more specific (but related) information to be deemed Exempt Information under one of the above exceptions; similarly, a combination of several pieces of information, which individually would be deemed Exempt Information, will not be deemed Exempt Information unless the combination itself is in the public domain, independently developed by the Recipient or its Representatives or otherwise lawfully in the possession of the Recipient or any of its Representatives.

1.22 "**Expedited Authorization**" means an expedited authorization for the Product granted by Health Canada that allows the Product to be placed on the market in

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Canada or under an Interim Order Respecting the Importation, Sale and Advertising of Drugs in Relation to COVID-19.

1.23

1.24 "**Force Majeure Event**" shall have the meaning set forth in Section 12.8.

1.25 "**Forms**" shall have the meaning set forth in Section 12.12.

1.26 "**Government**" means all levels and subdivisions of government (i.e. local, provincial, federal, administrative, legislative or executive) of Canada.

1.27 "**Health Canada**" means Health Canada, a federal department of the federal government, and any successor.

1.28 "**ICDR Canada**" means The International Centre for Dispute Resolution Canada.

1.29

1.30

1.31 "**Intellectual Property**" means (a) any processes, trade secrets, inventions, industrial models, designs, methodologies, drawings, discoveries, results, materials, formulae, procedures, techniques, clinical data or technical or other information or data, manufacturing, engineering and technical drawings , including proprietary rights in any of the foregoing, and (b) registered trademarks, trade mark applications, unregistered marks, trade dress, copyrights, know-how, patents, patent applications, and any and all provisionals, divisions, continuations, continuations in part, extensions, substitutions, renewals, registrations, revalidations, reissues or additions, including certificates of supplementary protection, of or to any of the aforesaid patents and patent applications, and all foreign counterparts of any, or to any, of the aforesaid patents and patent applications.

1.32 "**Latent Defect**" means a defect causing the Product to not conform to the applicable Specifications that Purchaser can show was present at the time of delivery of the Product and which could not have been detected by Purchaser, its designee, or their Personnel at delivery through diligent inspection.

1.33 "**Law/s**" means, collectively, all applicable national and local laws, common laws, statutes, ordinances, codes, rules, regulations, orders, decrees or other pronouncements of any Government, administrative or judicial authority having the effect of law.

1.34 "**Losses**" shall have the meaning set forth in Section 8.1.

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1.35 "**Non-Complying Product**" shall have the meaning set forth in Section 4.4.

1.36 "**Person**" means any natural person, entity, corporation, general partnership, limited partnership, limited liability partnership, joint venture or similar entity or organization, joint stock company, proprietorship, other business organization, trust, union, association or Government.

1.37 "**Personnel**" means all Affiliates, subcontractors, or other third parties, and employees and agents of each of them, used by either Party in the performance of services or obligations or in connection with this Agreement.

1.38 "**Pfizer**" shall have the meaning set forth in the preamble.

1.39 "**Pfizer US**" shall have the meaning set forth in the preamble.

1.40 "**Price**" shall have the meaning set forth in Section 3.1.

1.41

1.42 "**Product**" means the all vaccines manufactured, in whole or in part, or supplied, directly or indirectly, by or on behalf of Pfizer or BioNTech or any of their Affiliates pursuant to this Agreement that are intended for the prevention of the human disease COVID-19 or any other human disease, in each case which is caused by any of the virus SARS-CoV-2, and/or any or all related strains, mutations, modifications or derivatives of the foregoing.

1.43 "**Product Materials**" means all packaging materials and components needed for delivery of the Product.

1.44 "**Purchase Order**" means a written or electronic order form substantially in the form attached as Attachment G submitted by Purchaser to Pfizer in accordance with the terms of this Agreement authorizing the manufacture and supply of the Product.

1.45 shall have the meaning set forth in Section 8.2(b).

1.46 [redacted] shall have the meaning set forth in Section 8.2(a).

1.47 "**Recipient**" means the Party who receives Confidential Information from the other Party.

1.48 "**Records**" means books, documents, and other data, of all matters relating to performance of obligations under this Agreement.

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1.49 "**Representatives**" means, with respect to Recipient, its Affiliates and its and their respective directors, officers, and employees, agents, contractors, consultants, advisors and representatives who (a) are subject to an obligation of confidentiality protecting the Confidential Information on terms no less restrictive than those contained in this Agreement; and (b) have a need to know the Confidential Information in connection with this Agreement.

1.50 "**Sales Taxes**" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and/or any provincial tax, by law, payable in Canada such as the Quebec Sales Tax (QST), as applicable.

1.51 "**Serious Injury**" shall have the meaning set forth in Section 8.1(a).

1.52 "**Specifications**" means the specifications for the manufacture, processing, packaging, labeling, testing and testing procedures, shipping, storage and supply of the Product as set out in the Authorization, including those set forth on Attachment A, and as such specifications may be amended, supplemented or otherwise modified by Pfizer and communicated to Purchaser.

1.53 "**Term**", with respect to this Agreement, shall have the meaning set forth in Section 6.1.

1.54

1.55 "**Vaccine**"

1.56

Except where the context expressly requires otherwise, (a) the use of any gender herein shall be deemed to encompass references to either or both genders, and the use of the singular shall be deemed to include the plural (and vice versa), (b) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (c) the word "will" shall be construed to have the same meaning and effect as the word "shall", (d) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (e)

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any reference herein to any person shall be construed to include the person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Sections or Attachments shall be construed to refer to Sections or Attachments of this Agreement, and references to this Agreement include all Attachments hereto, (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (i) provisions that require that a Party or Parties "agree", "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (j) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof and (k) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or".

2. SUPPLY OF PRODUCT.

2.1 Agreement to Supply.

(a) During the Term, Pfizer shall use Commercially Reasonable Efforts to supply or have supplied the Product to Purchaser, and Purchaser shall purchase the Product, subject to and in accordance with the terms and conditions of this Agreement.

(b)

(c)

(d)

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(e) Pfizer shall keep Purchaser apprised of the progress of the material development of the Product and shall provide Purchaser with such information regarding that development as Purchaser reasonably requests.

2.2 Capacity.

Pfizer shall use Commercially Reasonable Efforts to build manufacturing capacity to be capable of manufacturing and supplying the Product to Purchaser in accordance with the provisions of this Agreement.

2.3 Purchase Orders.

(a) On the Effective Date, Purchaser shall submit to Pfizer a legally binding and irrevocable Purchase Order for twenty (20) million doses ("**Contracted Doses**") of the Product.

(b) The Purchase Order shall be provided together with Purchaser's order number, Sales Taxes number, and invoice address. Pfizer shall accept the Purchase Order conforming to the terms set forth in this Agreement in writing, and the confirmed Purchase Order shall be binding upon the Parties and subject to the terms and conditions set out in this Agreement.

(c) Pfizer acknowledges and agrees that Purchaser may wish to place additional binding orders in the future (each the "**Additional Order**") for a maximum of up to 56 million additional doses of the Product, but only upon being advised that (i) Pfizer has availability of supply of such additional requested doses (the "**Additional Product**") and (ii) Pfizer agrees, in its sole discretion, to allocate the Additional Product to Purchaser. Each Additional Order will be subject to the same terms and conditions set forth in this Agreement, as applicable.

2.4 Delivery Schedule.

(a) Pfizer shall deliver the Product [redacted] Pfizer may deliver the Product by separate installments and shall use Commercially Reasonable Efforts to meet the delivery schedule set out in Attachment B (the "**Delivery Schedule**"), provided that no Product shall be shipped until Authorization is received. All deliveries shall be accompanied by the documentation specified in Attachment C (which may be updated from time to time by Pfizer upon notice to Purchaser), and shall be in accordance with, and subject to, the delivery specifications set forth in Attachment D ("**Delivery Specifications**"). The Product shall be packaged and labelled in accordance with the packaging specifications set forth on Attachment E ("**Labelling and Packaging Specifications**").

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(b) If an Authorization is granted after January 1, 2021 but before June 30, 2021, then the Delivery Schedule will be revised to add the period of time between January 1, 2021 and the date of the Authorization ("**Adjusted Delivery Schedule**").

(c) If Authorization is received by June 30, 2021, but Pfizer is unable to deliver any Contracted Doses for technical or other reasons from the Facility intended to produce the Contracted Doses under this Agreement,

(d)

(e) If Authorization is received by June 30, 2021, but by December 31, 2021 Pfizer is unable to manufacture or deliver any Contracted Doses for technical or other reasons from any Facility,

(f)

(g) The Parties shall reasonably agree to the locations (including number of locations) for delivery of shipments of Product; provided that (i) each location meets the requirements set forth in Attachment D, and (ii) all agreed upon locations shall be agreed upon by the Parties at least prior to shipment of the Product and (iii) the delivery location is serviced by a contracted transportation carrier of Pfizer. Pfizer shall have the ability, acting reasonably, to restrict the number of locations where shipments of Product shall be delivered.

(h) All shipments of Product

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2.5 Product Shortages.

(a)

(b)

2.6 Product Handling.

(a) Upon delivery of Product to Purchaser, Purchaser shall store and handle the Product in the manner set forth in the Specifications set forth on Attachment A, instructions on Attachment D and the instructions provided by Pfizer to ensure stability and integrity of the Product.

(b) For the avoidance of doubt, Purchaser shall bear all expenses for use of the Product upon transfer from Pfizer at the agreed upon location at a port or in Canada, including, but not limited to, those for storage of the Product and distribution and administration of the Product (if applicable) in Canada.

(c) Purchaser shall be solely responsible and liable for the proper storage, handling, distribution, transportation, administration, use and disposal of the Product in Canada following delivery of the Product to Purchaser or its designee. Without prejudice to the generality of the foregoing, Purchaser shall ensure that: (a) recipients of the Product shall follow the return and disposal instructions in Attachment F when disposing of open and unused Product and its packaging components; and (b) such return and disposal

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complies with Laws regarding pharmaceutical waste, medical waste, or hazardous waste, as appropriate.

(d) Purchaser shall be responsible for and shall ensure that any equipment used to deliver the Product, for example
are stored in an appropriate clean and secure location to protect and maintain the functionality of such equipment (in controlled conditions, with no exposure to weather or pests, etc.). Within of receipt of the Product, subject to Section 4.4(b), Purchaser shall organize safe return of all such equipment,
in accordance with Pfizer's instructions.

(e)

2.7 Delivery Delays.

[redacted]

2.8 Title to Product, Risk of Loss

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2.9

3. PRICE AND PAYMENT

3.1 Purchase Price.

Purchaser shall purchase the Product from Pfizer at the price per dose set out in Attachment B, excluding all Sales Taxes (the "**Price**") and in accordance with the terms of this Agreement. [redacted]

3.2 Invoices and Payment.

(a) In partial consideration of the Contracted Doses, Purchaser shall pay an upfront payment of [redacted] (calculated as /dose multiplied by the Contracted Doses) within of receipt of an invoice from Pfizer issued on the Effective Date (the "**Advance Payment**").

(b) Pfizer shall invoice Purchaser for the remainder of the Price for the Contracted Doses delivered upon each delivery pursuant to Section 2.4 (Delivery Schedule) (the "**Delivery Price**"),

(c) Invoices shall be provided to the Purchaser at the following address:

Public Health Agency of Canada
P2P Invoices
200 Eglantine Drive, 18th floor Rm 1855C
Jeanne Mance Building
Ottawa, Ontario, K1A 0K9
Hc.p2p.east.invoices-factures.est.sc@canada.ca

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Pfizer shall include the following information on all invoices: the Purchase Order number and billing address; and shall also include, where applicable, the type description, part number (if any) and number of Contracted Doses delivered; the delivery date; the actual date of shipment; the Price; any applicable Sales Taxes or other charges provided for in the Purchase Order; and the ship-to destination.

3.3 Method of Payment.

(a) Purchaser shall pay all undisputed (in good faith) amounts due in Canadian dollars within from the date of the invoice. Payment shall be remitted by wire transfer in immediately available funds to a bank and account designated by Pfizer. Any payment which falls due on a date which is not a Business Day may be made on the next succeeding Business Day.

[redacted]

(b)

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(d)

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(e)

3.4 Taxes.

The Price includes all taxes except Sales Taxes and any other transactional taxes and except such sales and use taxes which Pfizer is required by Law to collect from Purchaser. Such taxes, if any, will be separately stated in Pfizer's invoice and will be paid by Purchaser to Pfizer unless Purchaser provides an exemption to Pfizer.

4. MANUFACTURING STANDARDS AND QUALITY ASSURANCE

4.1 Manufacturing Standards.

Pfizer shall manufacture and supply the Product in material accordance with the Specifications and cGMP. Such Specifications may be revised through written notification by Pfizer to Purchaser to conform to the Authorization or changes to the manufacturing or distribution of the Product.

4.2 Legal and Regulatory Filings and Requests.

Pfizer shall (a) comply with all regulatory or government licenses and permits, and (b) comply with all cGMP with respect to its manufacturing and packaging processes, the Facility or otherwise, to permit the performance of its obligations hereunder. Notwithstanding the foregoing, Pfizer shall use Commercially Reasonable Efforts to obtain the Authorization.

Pfizer shall ensure that all Product is properly labeled and packaged (possibly with a Pfizer label) in accordance with the Specifications and material cGMP standards.

Pfizer shall comply with all conditions (in the relevant timescales) imposed on or agreed in relation to the Authorization.

In the event that a third party is the applicant or holder of the Authorization, any obligation on Pfizer under this Agreement shall be taken as a requirement on Pfizer to use Commercially Reasonable Efforts to procure the compliance of such third party Authorization applicant or holder with such obligations to the extent necessary to ensure the relevant obligation is fully met.

4.3 Quality Tests and Checks.

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Pfizer shall perform all bulk holding stability, manufacturing trials, validation (including, but not limited to, method, process and equipment cleaning validation), raw material, in-process, bulk finished product and stability (chemical and/or microbial) tests or checks required to assure the quality of the Product and tests or checks required by the Specifications and cGMP.

4.4 Rejection of Product; Disposal of Rejected Shipments.

(a) Purchaser may reject any Product that does not conform to Specifications, cGMP ("**Non-Complying Product**") by providing written notice of rejection to Pfizer and the delivery carrier and setting out detailed reasons for such rejection (i) immediately upon delivery of such Non-Complying Product to Purchaser, or (ii) immediately and in no event more than)five (5) Business Day upon its first knowledge of a Latent Defect.

(b)

(c) The provisions of this Section 4.4 (Rejection of Product; Disposal of Rejected Shipments) shall survive termination or expiration of this Agreement.

4.5 Maintenance and Retention of Records.

(a) Each Party shall maintain with respect to its activities under this Agreement as required by Laws.

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(b) Purchaser will maintain a quality system for receipt, inspection, storage, traceability to further delivery points, and recall activities. If Purchaser does not have a quality system for the activities defined, Pfizer may share details of a proposed quality system for Purchaser's compliance.

4.6 Diversion Issues.

All Product delivered to Purchaser shall be: (a) stored securely by Purchaser; and (b) distributed by Purchaser only in Canada in a secure manner appropriate to the transportation route and destination, in each case (a) and (b) to guard against and deter theft, diversion, tampering, substitution (with, for example, counterfeits) resale or export out of Canada, and to protect and preserve the integrity and efficacy of the Product. Purchaser shall promptly notify Pfizer in writing within 48 hours if at any time Purchaser believes that any of the Product has been stolen, diverted, tampered with, substituted, or otherwise subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Pfizer. The notice shall provide all information relating to the Product diversion, including, but not limited to, detailed information including the date, time, location, number, batch number(s), expiration date, circumstances, and contact person(s) information.

4.7 Recalls.

5. REPRESENTATIONS & WARRANTIES.

5.1 Mutual Representations and Warranties. Pfizer and Purchaser each represents and warrants to each other the following:

(a) Organization and Authority. It has full right, power and authority to enter into this Agreement and to perform its respective obligations under this Agreement, including in the case of Purchaser, that this Agreement falls within the scope of Section 8.5 of the Policy on Decision Making in Limiting Contractor Liability in Crown Procurement Contracts and all necessary authorizations and approvals have been obtained by Purchaser to authorize its performance of all of its obligations contained herein (including the indemnity obligations set out in Section 8.1;

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(b) No Conflicts or Violations. The execution and delivery of this Agreement by such Party and the performance of such Party's obligations hereunder (i) do not conflict with or violate any Laws existing as of the Effective Date and applicable to such Party and (ii) do not conflict with, violate, breach or constitute a default under, and are not prohibited or materially restricted by, any contractual obligations of such Party existing as of the Effective Date; and

(c) Valid Execution. Such Party is duly authorized to execute and deliver this Agreement, and the Person executing this Agreement on behalf of such Party is duly authorized to execute and bind such Party to the terms set forth herein.

5.2 Warranties of Pfizer.

Pfizer warrants to Purchaser that:

5.3 Anti-Bribery/Anti-Corruption.

The Parties represent and warrant that, beyond the mutual consideration set forth in this Agreement, neither they nor their agents have provided or requested, or will provide or request, any additional incentive or benefit to or from the other Party or its agents to induce either Party to enter this Agreement or perform any part of this Agreement.

Pfizer has not made, and will not make, in the performance of this Agreement directly or indirectly any payment, offer, promise, or authorization of payment of money or anything of value to a Government official, political party, candidate for political office, or any other Person, and has not sought and will not seek

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s.20(1)(d)

improperly or corruptly to influence any Government official, political party, candidate for political office, or any other Person, in order to gain an improper business advantage.

5.4 No Other Warranty.

Except to the extent set out expressly in this Agreement, all conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement (whether by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by Laws. Without prejudice to the general nature of the previous sentence, unless this Agreement specifically states otherwise and to the maximum extent permitted by Law, Pfizer expressly disclaims any representations or warranties with respect to the Product, including, but not limited to, any warranties or undertaking as to (a) non-infringement of Intellectual Property rights of a third party, (b) that there is no requirement to obtain a license of third party Intellectual Property rights to enable the use or receipt of the Product, (c) merchantability, or (d) fitness for a particular purpose.

5.5 Purchaser Acknowledgement.

Purchaser acknowledges that the Vaccine and materials related to the Vaccine, and their components and constituent materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic and will continue to be studied after provision of the Vaccine to Purchaser under this Agreement. Purchaser further acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known. Further, to the extent applicable, Purchaser acknowledges that the Product shall not be serialized.

6. TERM; TERMINATION.

6.1 Term of Agreement.

This Agreement shall commence on the Effective Date and shall continue until the later of (a)
and (b)
unless terminated pursuant to this Section 6 (Term; Termination) or the mutual written agreement of the Parties ("**Term**").

6.2 Termination for Cause.

Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach by the other Party of any term of this Agreement, which breach remains uncured following written notice to such breaching Party of such material breach. Notwithstanding the foregoing, if such material breach, by its nature, cannot be cured, the non-breaching Party may terminate this Agreement immediately upon written notice to the

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breaching Party. [redacted]

6.3 Mutual Termination Rights.

6.4 [redacted]

6.5 Effect of Termination.

(a) Upon expiry or termination of this Agreement for any reason:

(i) Purchaser shall pay any sums owed to Pfizer pursuant to this Agreement within [redacted] of the date of invoice for the same; and

(ii) each Party shall use Commercially Reasonable Efforts to mitigate both (1) the damages that would otherwise be recoverable from the other pursuant to this Agreement, and (2) any costs, fees, expenses or losses that may be incurred by a Party, or for which a Party may be responsible, under this Agreement, by taking appropriate and reasonable actions to reduce or limit the amount of such damages, costs, fees, expenses or losses.

(b) The termination or expiration of this Agreement shall not affect the survival and continuing validity of Sections 4, 5, 6, 7, 8, 9 and 10 or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration.

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s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

(c) [redacted]

7. **INTELLECTUAL PROPERTY**.

Pfizer will be the sole owner of all Intellectual Property it generates during the development, manufacture, and supply of the Product or otherwise related to the Product. Neither Party will gain any rights of ownership to or use of any property or Intellectual Property owned by the other (whether by virtue of this Agreement, by implication or otherwise).

8. **INDEMNIFICATION**.

8.1

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s.20(1)(b)

s.20(1)(c)

s.20(1)(d)

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s.20(1)(b)

s.20(1)(c)

s.20(1)(d)

8.2

9. **INSURANCE AND LIABILITY.**

9.1 Insurance.

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[redacted]

9.2 Limits on Liability.

(a) [redacted]

(b)

9.3 Excluded Liability.

(a)

(b)

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s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

9.4 Conditions Precedent to Supply.

10. CONFIDENTIAL INFORMATION.

10.1 Non-Use and Non-Disclosure.

Each Recipient shall, and shall cause its Representatives which have access to the Disclosing Party's Confidential Information to, maintain in strict confidence, and shall not disclose to any third party, all Confidential Information observed by or disclosed to it by or on behalf of the Disclosing Party pursuant to this Agreement. Each Recipient shall not use or disclose such Confidential Information except as permitted by this Agreement. Each Recipient shall safeguard the confidential and proprietary nature of the Disclosing Party's Confidential Information with at least the same degree of care as it holds its own confidential or proprietary information of like kind, which shall be no less than a reasonable degree of care. The Recipient and its Representatives may use, copy, and make extracts of the Disclosing Party's Confidential Information only in connection with fulfilling its obligations under this Agreement and, without limiting the foregoing, shall not use the Confidential Information for the benefit of the Recipient or any of its Representatives, or for the benefit of any other Person. In the event that Recipient becomes aware of any breach of the obligations contained in this Section 10 (Confidential Information) by it or its Representatives, Recipient shall promptly notify the Disclosing Party in writing of such breach and all facts known to Recipient regarding same. In addition, if Recipient is required to disclose the Disclosing Party's Confidential Information in connection with any court order, statute or Government directive or requirement under any Law, Recipient shall give the Disclosing Party notice of such request, as soon as practicable, before such Confidential Information is disclosed so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, Recipient shall promptly cooperate with and reasonably assist the Disclosing Party (at the Disclosing Party's cost) in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, Recipient shall disclose only that portion of Confidential Information which its legal counsel determines it is required to disclose. Neither this Agreement nor the performance by either Party hereunder shall transfer to the Recipient any

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proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including, but not limited to, any Intellectual Property rights subsisting therein) or be construed as granting a license in its Confidential Information.

[redacted]

10.2 Recipient Precautions.

In order to comply with the obligations contained in this Section 10 (Confidential Information), Recipient shall take at least the following precautions: (a) Recipient shall exercise all reasonable efforts to prevent unauthorized employees and unauthorized third parties from gaining access to Confidential Information (and in no event less than reasonable care); (b) Recipient shall disclose Confidential Information only to such of its Representatives who have a need to know such Confidential Information to fulfill its obligations under this Agreement; provided, however, before any disclosure of Confidential Information, Recipient shall bind its Representatives receiving such Confidential Information to a written agreement of confidentiality at least as restrictive as this Agreement; and (c) prior to any disclosure, Recipient shall instruct its Representatives of the confidential nature of, and to maintain the confidentiality of, the Confidential Information. Recipient shall be responsible for all actions of its Representatives, including any breach of the terms hereof, regardless of whether or not such Representatives remain employed or in contractual privity with the Recipient.

10.3 Return of Confidential Information.

Upon the written request of the Disclosing Party, Recipient shall promptly return or, at the Recipient's option, delete or destroy all Confidential Information of the Disclosing Party (including all copies in whatever medium provided to, or made by, such recipient); provided, however, that, subject to the terms of this Agreement, (i) Recipient shall be entitled to retain one archival copy of such Confidential Information for purposes of determining its obligations under this Agreement and to otherwise satisfy requirements of law; and (ii) Recipient shall not be required to destroy any computer files stored securely by the Recipients or its Affiliates that are created during automatic system back up, or retained for legal purposes by the legal division of the Recipient and its Affiliates, provided that such retained Confidential Information shall remain subject to the terms of this Agreement. Notwithstanding Recipient's return or destruction of Confidential Information, Recipient shall continue to be bound by its obligation of confidentiality and non-use under this Agreement.

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s.19(1)
s.20(1)(b)
s.20(1)(d)

10.4 Survival.

The provisions of this Section 10 (Confidential Information) shall survive the termination or expiration of the this Agreement for a period of ten (10) years, except with respect to any information that constitutes a trade secret (as defined under Law), in which case the recipient of such information will continue to be bound by its obligations under this Section 10 (Confidential Information) for so long as such information continues to constitute a trade secret, but in no event for a period of less than the ten (10)-year period specified above.

11. NOTICES.

Any notice required to be given hereunder shall be in writing and deemed to have been sufficiently given, (i) when delivered in person, (ii) on the next Business Day after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (iii) when delivered via e-mail, provided the original is delivered via one of the preceding methods on or prior to the fifth (5th) Business Day after transmission of the e-mail, to the addresses specified below. Each notice shall specify the name and date of and parties to this Agreement.

If to Purchaser:

Public Services and Procurement Canada
10 Wellington Street, 5th Floor
Gatineau, Quebec K1A 0S5
Attention: Manager - Drugs, Vaccines, Biologics Procurement Division
Email: kurt.young@tpsgc.pwgsc.gc.ca

If to Pfizer:

Pfizer Canada ULC
17, 300 Trans-Canada Highway
Kirkland, Quebec H9J 2M5
Attention: Legal Affairs Division of Pfizer
Fax: 514-426-7599
Email: Fabien Paquette
@pfizer.com

With a copy (which shall not constitute notice) to:

Pfizer Inc.
235 East 42nd Street
New York, NY 10017
Attention: General Counsel
LegalNotice@Pfizer.com

Either Party may, by notice to the other Party, change the addresses and names given above.

12. MISCELLANEOUS.

12.1 Negotiations of Dispute.

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s.20(1)(b)

s.20(1)(c)

s.20(1)(d)

12.2 Arbitration.

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, or relating to arbitrability or the scope and application of this Section 12.2 (Arbitration), shall be finally resolved by arbitration. The arbitration shall be administered by ICDR Canada and conducted by three arbitrators, in accordance with its international Arbitration Rules.

[redacted] The seat of the arbitration shall be Toronto, Ontario, Canada and it shall be conducted in the English language.

The arbitration award shall be final and binding on the Parties, and the parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets. For greater certainty, Purchaser acknowledges and agrees that any

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s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

monetary judgment that may be awarded against it in arbitration is an enforceable judgment pursuant to the *Federal Courts Rules* and the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, s. 30. Except as may be required by Law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

12.3 Publicity.

A Party shall not use the name, trade name, service marks, trademarks, trade dress or logos of the other Party in publicity releases, advertising or any other publication, without the other Party's prior written consent in each instance.

12.4 Governing Law.

12.5

12.6 Relationship of the Parties.

The relationship hereby established between Purchaser and Pfizer is solely that of independent contractors. Neither Party has authority to act or make any agreements or representations on behalf of the other Party. This Agreement is not intended to create, and shall not be construed as creating, between Pfizer and Purchaser, the relationship of principal and agent, employer and employee, joint venturers, co-partners, or any other such relationship, the existence of which is expressly denied.

12.7 Assignment; Binding Effect.

Neither Purchaser nor Pfizer shall assign, [redacted] any of its rights or delegate or subcontract any of its duties and obligations under

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s.20(1)(b)
s.20(1)(d)

this Agreement without the prior written consent of the other Party, which may be withheld at such Party's discretion. Any such attempted assignment of rights or delegation or subcontracting of duties without the prior written consent of the other Party shall be void and ineffective. Any such assignment, delegation or subcontracting consented to by a Party shall not relieve the other Party of its responsibilities and liabilities hereunder and such assigning Party shall remain liable to other Party for the conduct and performance of each permitted assignee, delegate and subcontractor hereunder. This Agreement shall apply to, inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. The Parties agree that this Agreement is not intended by either Party to give any benefits, rights, privileges, actions or remedies to any Person or entity, partnership, firm or corporation as a third party beneficiary or otherwise under any theory of Law.

12.8 Force Majeure.

Neither Party shall be liable for any failure to perform or any delays in performance, and neither Party shall be deemed to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control and not to its acts or omissions,

12.9 Severability.

If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Agreement to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of this Agreement shall not be affected thereby. In such event, the Parties shall in good faith attempt to replace any unenforceable provision of this Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

12.10 Non-Waiver; Remedies.

A waiver by any Party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies specified in this Agreement shall be cumulative and in addition to any other remedies provided at

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Law or in equity.

12.11 Further Documents.

Each Party hereto agrees to execute such further documents and take such further steps as may be reasonably necessary or desirable to effectuate the purposes of this Agreement.

12.12 Forms.

The Parties recognize that, during the Term, a Purchase Order acknowledgment form or similar routine document (collectively, "**Forms**") may be used to implement or administer provisions of this Agreement. The Parties agree that the terms of this Agreement shall prevail in the event of any conflict between terms of this Agreement and the terms of such Forms, and any additional or different terms contained in such Forms shall not apply to this Agreement.

12.13 Headings.

Headings of Sections or other parts of this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or change the meaning of this Agreement.

12.14 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party in accordance with the means set forth in Section 11 (Notices) or by reliable electronic means (with receipt electronically confirmed).

12.15 Electronic Delivery and Storage.

Delivery of a signed Agreement by reliable electronic means, including facsimile or email (with receipt electronically confirmed), shall be an effective method of delivery of the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the Parties to this Agreement.

12.16 Entire Agreement; Amendments.

This Agreement, together with any attachments and amendments, which are hereby incorporated by reference (and as such attachments may be amended, amended and restated or replaced from time to time), constitute the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect to thereto, including the Binding Term Sheet. No modification or alteration of this Agreement shall be binding upon the Parties

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unless contained in a writing signed by a duly authorized agent for each respective Party and specifically referring hereto or thereto.

12.17 Rule of Construction.

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

12.18 Legal Costs.

Each Party will bear its own legal costs in preparing and concluding this Agreement.

[*signature on following page*]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

PFIZER CANADA ULC

By:
Name: FABIEN DJAOUGTTE
Title: VACCINES LEAD, PFIZER CANADA

By:_____
Name:_____
Title:_____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By:_____
Name: Anita Anand
Title: Minister of Public Services and Procurement

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

PFIZER CANADA ULC

By:_____
Name:_____
Title:_____

By:_____
Name: COLE C. PINNOW
Title: President, Pfizer Canada

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By:_____
Name: Anita Anand
Title: Minister of Public Services and Procurement

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Attachment A - Specifications

[To be inserted following the Effective Date (and in any event before supply in line with the agreed Delivery Schedule)]

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Attachment B - Delivery Schedule and Price

Quarter	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total
Doses (million)			[redacted]	[redacted]	20

Price per dose:
CAD

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Attachment C- Delivery Documentation

[to be inserted]

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Attachment D – Delivery Specification

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Attachment D – Delivery Specification
Exhibit 1 – Unpacking and Re-icing: Thermal Shipper A

[*Exhibit 1 on following pages*]

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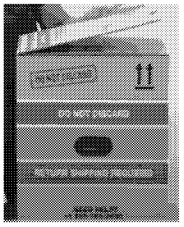
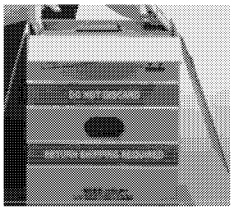
Important Note: Please read the following ancillary documents included with the shipper before performing the unpacking and/or re-icing procedure:

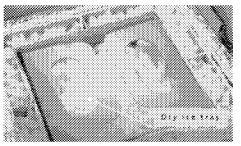
1. Guidelines for Safe, Storage, Use
2. Handling of Dry Ice and Carbon Dioxide, Dry Ice Safety Data Sheet

Unpacking Thermal Shipper A

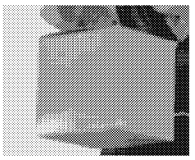




1. Open the Outer Corrugated Shipper and remove the VIP Lid carefully as the probe is connected to the Payload Box. Care should be taken to not disconnect the probe from the Payload Box.

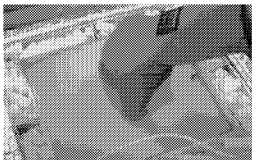


2. Take out the Dry Ice Tray.



3. Remove the Payload Box from the thermal shipper by carefully pulling directly upwards. Care should be taken to not disconnect the probe from the Payload Box.

4. Open the Payload Box and remove the vial tray. Take out the product for inspection and immediately (within one minute of opening) either store in an ultra-low temperature freezer or prepare for use.



5. If shipper will be used as temporary storage for remaining vials, immediately close the Payload Box, place the Payload Box back into the thermal shipper within one minute of opening and follow the re-icing instructions.

*Refer to Recommendations section on the last page for further details on using the thermal shipper as temporary storage.

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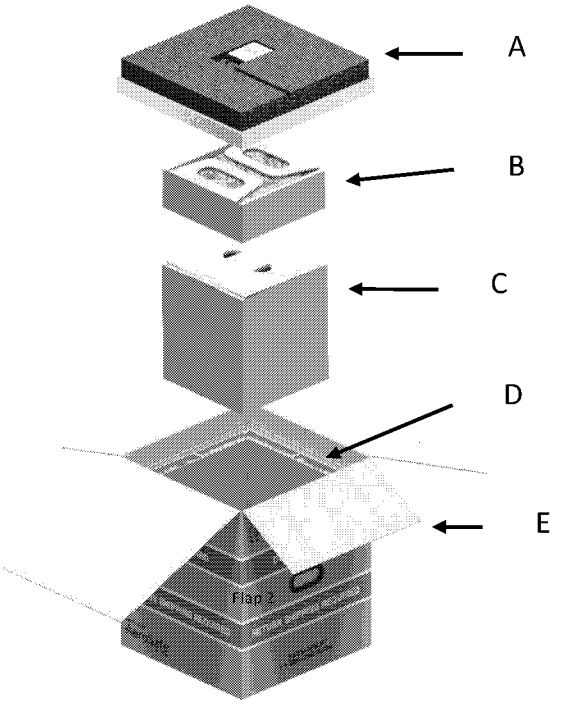
Re-icing Instructions Thermal Shipper A

1. Open the outer corrugated shipper and take off the VIP Lid (A).
2. Take out the Dry Ice Tray (B) and set aside.
3. Fill the Scaffolding (D) of the shipper with dry ice to the top of the scaffolding.
4. Reinsert the Dry Ice Tray (B) on top of the Payload Box (C).
5. Fill the Dry Ice Tray (B) with dry ice.
6. Close the shipper with the VIP Lid (A).
7. Fold the outer corrugate flaps and reseal shipper with tape.

	Description
A	VIP Lid
B	Dry Ice Tray
C	Payload Box
D	Corner Dry Ice Scaffold
E	47L7 Shipper



Recommendations:

- Thermal shipper keeps ultra-low temperatures up to 10 days if stored at 15°C to 25°C temperatures without opening.
- Upon receipt and after opening, the box should be replenished/inspected with dry ice within 24 hours (maximum of 22 kgs of dry ice pellets (10 mm – 16 mm pellets)).
- The thermal shipper should be re-iced every 5 days and must be returned within 10 business days including temperature data logger (must be returned in no more than 20 business days).
- Local dry ice suppliers should be used for re-icing the thermal shipper
- Recommendation of no more than 2 openings of the thermal shipper per day. Thermal shipper should be closed within 1 minute (or less) after opening for dry ice to last for 5 days (after re-icing within 24 hours upon delivery as needed).
- Temperature monitoring is to be used if thermal shipping system is used as temporary storage. Sites are responsible for obtaining their own temperature monitoring devices to monitor temperatures when using the thermal shipping system as temporary storage. Temperature monitors capable of

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being in a dry ice environment to be used and placed in the location of the vial tray within the thermal shipping system.

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Attachment D – Delivery Specification
Exhibit 2 – Unpacking and Re-icing: Thermal Shipper B

[*Exhibit 2 on following pages*]

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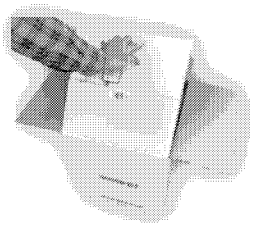
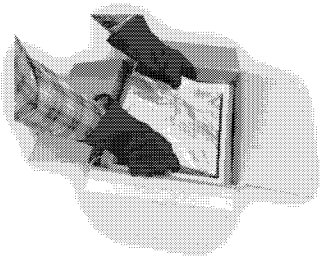
Important Note: Please read the following ancillary documents included with the shipper before performing the unpacking and/or re-icing procedure:

1. Guidelines for Safe, Storage, Use
2. Handling of Dry Ice and Carbon Dioxide, Dry Ice Safety Data Sheet

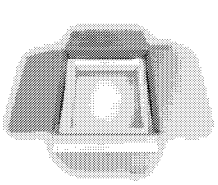
Unpacking Instructions Thermal Shipper B

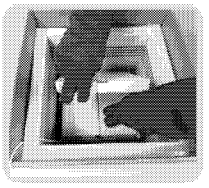


1. Open the Outer Corrugated Shipper and open the Lid.

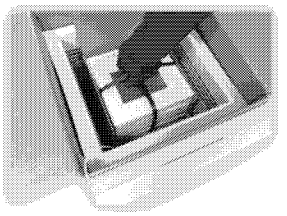


2. Take out the Dry Ice Pod.





3. Access the payload carton under the thin layer of dry ice and open it.



4. Take out the product for inspection and immediately (within one minute of opening) store in an ultra-low temperature freezer or prepare for use. If shipper will be used as temporary storage for remaining vial trays, immediately re-insert the trays within one minute of opening and follow the re-icing instructions.

*Refer to Recommendations section on the last page for further details on using the thermal shipper as temporary storage.

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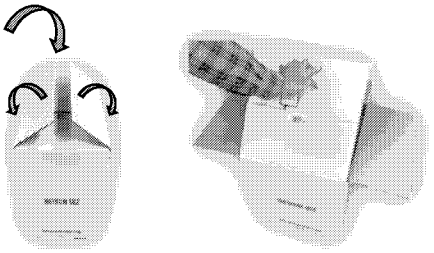
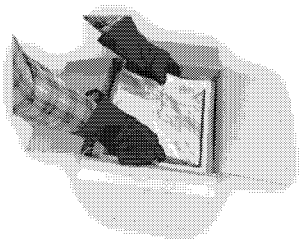
Re-icing Instructions Thermal Shipper B



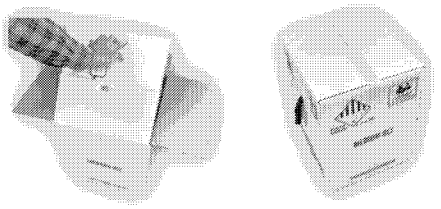
1. Open the Outer Corrugated Shipper and open the Lid.



2. Take out the Dry Ice Pod.

3. Fill the sides of the shipper with dry ice until there is a thin layer of dry ice on top of the Product Carton.

4. Reinsert the Dry Ice Pod and fill with dry ice leaving room between dry ice level and sides of shipper.



5. Close the Lid, close the Outer Corrugated Shipper and reseal with tape.

Recommendations:

- Thermal shipper keeps ultra-low temperatures up to 10 days if stored at 15°C to 25°C temperatures without opening.
- Upon receipt and after opening, the box should be replenished/inspected with dry ice within 24 hours (maximum of 23 kgs of dry ice pellets (10 mm – 16 mm pellets)).
- The thermal shipper should be re-iced every 5 days and must be returned within 10 business days including temperature data logger (must be returned in no more than 20 business days).
- Local dry ice suppliers should be used for re-icing the thermal shipper
- Recommendation of no more than 2 openings of the thermal shipper per day. Thermal shipper should be closed within 1 minute (or less) after opening for dry ice to last for 5 days (after re-icing within 24 hours upon delivery as needed).
- Temperature monitoring is to be used if thermal shipping system is used as temporary storage. Sites are responsible for obtaining their own temperature monitoring devices to monitor temperatures when using the thermal shipping system as temporary storage. Temperature monitors capable of

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being in a dry ice environment to be used and placed in the location of the vial tray within the thermal shipping system.

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Attachment E – Labelling and Packaging Specifications

[To be inserted following the Effective Date (and in any event before supply in line with the agreed Delivery Schedule)]

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Attachment F – Return and Disposal of Product Materials

A. Return

"**Logistics Delivery Equipment**" refers to the packaging used for shipping and the monitoring device attached to each shipping package.

Once dry ice is no longer needed, open the **Logistics Delivery Equipment** and leave it at room temperature in a well-ventilated area. The dry ice will readily sublime from a solid to a gas. DO NOT leave dry ice unattended.

Store the empty **Logistics Delivery Equipment** until return in an appropriate clean and secure location to protect and maintain the functionality of the equipment (e.g., do not store outside under uncontrolled conditions, exposed to weather, exposed to pests, etc.).

Return of the **Logistics Delivery Equipment** to be undertaken within 20 business days following delivery of the Product to the Purchaser's recipient. Instructions and logistics for return will be provided on the interior of the shipper and will also be available on Pfizer's website.

B. Disposal

"**Primary Container Units**" refers to the vials that contain the Product.

Destruction of the **Primary Container Units** that have been opened or are unused must take place at a facility appropriately licensed to handle and destroy pharmaceutical waste, medical waste, and/or hazardous waste, and destruction must be by means of grinding or incineration.

"**Secondary Cartons**" refers to the immediate boxes that contain the vials of Product.

Secondary Cartons must be defaced and destroyed in accordance with local clinical dosing facility waste management services, and **Secondary Cartons** may not be disposed of in routine household waste collection or recycling centres.

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Government of Canada / Gouvernement du Canada

Delivery Order
Bon de livraison

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s.19(1)

Attachment G – Form of Purchase Order

To: - A:		Order No. - No. de la commande
PFIZER CANADA ULC PharmaCustomerServiceDept@pfizer.com @pfizer.com		Order Date - Date de la commande Date Required - Demande pour le

Item No. No. de l'article	Item Description Description de l'article	Quantity Quantité	Price Prix
1 **Special Instructions/ Delivery Hours (if applicable)**			Firm dose price as set out in that certain manufacturing and supply agreement between PFIZER CANADA ULC and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA dated September __, 2020.

Delivery Address - Adresse de livraison	Invoicing Address - Adresse de facturation
	Public Health Agency of Canada P2P Invoices 200 Eglantine Drive, 18th Floor Rm 1855C Jeanne Mance Building Ottawa, Ontario K1A 0K9 Email: Hc.p2p.east.invoices-factures.est.sc@canada.ca

Special Instructions - Instructions spéciales	Approved for the Minister - Approuvé pour le Ministre
The order number must appear on invoices, billing lists, packing lists, correspondence and outside containers. Please note additional instructions attached if applicable. Veuillez consulter les instructions supplémentaires s'il ya lieu. **PLEASE ADVISE PROVINCE/TERRITORY/DEPARTMENT CONTACT WHEN DELIVERY WILL OCCUR.**	

Canada

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s.20(1)(c)

CONFIDENTIAL

AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS AMENDMENT AGREEMENT ("**Amendment**") is dated as of December 4, 2020 ("**Amendment Effective Date**") and is made by and between Pfizer Canada ULC with offices at 17300 Trans-Canada Highway, Kirkland, Quebec, Canada, H9J 2M5 (hereinafter "**Pfizer**") and Her Majesty The Queen in Right of Canada, represented by the Minister of Public Works and Government Services Canada with offices at 11 Laurier St. / 11, rue Laurier, 6B3, Place du Portage III, Gatineau, Quebec, K1A 0S5 (hereinafter "**Purchaser**") and amends the Manufacturing and Supply Agreement ("**Agreement**") entered into by and between Pfizer and Purchaser on October 26, 2020. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

WHEREAS, in the Agreement, Purchaser acknowledges [redacted]

WHEREAS, Purchaser has requested and Pfizer has agreed, subject to the conditions set forth in the Agreement, to amend the Delivery Schedule so that a certain number of Contracted Doses are delivered prior to January 1, 2021 and in consideration thereof the Parties have agreed to increase the Price for those Contracted Doses which are delivered prior to January 1, 2021;

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Amendment to amend such terms in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. AMENDMENTS TO AGREEMENT

The Parties agree to amend the Agreement as follows:

1.1 Section 2.3(a) of the Agreement (*Contracted Doses*) is hereby amended as follows:

> "On the Effective Date, Purchaser shall submit to Pfizer a legally binding and irrevocable Purchase Order(s) for twenty million, one hundred and seventy-five (20,000,175) doses ("**Contracted Doses**") of the Product.",

and the Parties agree that (a) the invoice issued by Pfizer dated October 26, 2020 and (ii) an invoice to be issued on or about December 4, 2020 (collectively, the "**Invoice**") reflects such amended Contracted Doses.

1.2 Section 3.2(a) of the Agreement (*Advance Payment*) is hereby amended as follows:

> "In partial consideration of the Contracted Doses, Purchaser shall pay an upfront payment of (calculated as dose multiplied by the Contracted Doses) within of receipt of an invoice from Pfizer issued on or after the Effective Date (the "**Advance Payment**").",

and the Parties agree that the Invoice reflects such amended Advance Payment.

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s.20(1)(d)

1.3 Attachment B to the Agreement shall be deleted in its entirety and Appendix 1 to this Amendment shall be included as a new Attachment B.

2. CONTINUING FORCE AND EFFECT

Except as otherwise amended under the terms of Section 1 herein, the Agreement shall remain in full force and effect.

3. LAW AND DISPUTES

4. COUNTERPARTS; FACSIMILE

This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Effective Date.

PFIZER CANADA ULC

By:

Name: Fabien Paquette

Title: Vaccines Lead, Pfizer Canada

By: [redacted]

Name: Cole C. Pinnow

Title: President, Pfizer Canada

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By:

Name: Reza, Arianne

Digitally signed by: Reza, Arianne
DN: CN = Reza, Arianne C = CA O = GC OU = PWGSC-TPSGC
Date: 2020.12.05 17:19:52 -05'00'

Title:

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s.20(1)(c)

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APPENDIX 1
Attachment B – Delivery Schedule and Price

Quarter	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total
Doses			[redacted]	[redacted]		20,000,175
Price per dose	CAD	CAD	CAD	CAD	CAD	

[redacted]

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s.20(1)(d)

SECOND AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS SECOND AMENDMENT AGREEMENT ("**Amendment**") is dated as of January 27, 2021 ("**Amendment Effective Date**") and is made by and between Pfizer Canada ULC with offices at 17300 Trans-Canada Highway, Kirkland, Quebec, Canada, H9J 2M5 (hereinafter "**Pfizer**") and Her Majesty The Queen in Right of Canada, represented by the Minister of Public Works and Government Services Canada with offices at 11 Laurier St. / 11, rue Laurier, 6B3, Place du Portage III, Gatineau, Quebec, K1A 0S5 (hereinafter "**Purchaser**") and amends the Manufacturing and Supply Agreement ("**Agreement**") entered into by and between Pfizer and Purchaser on October 26, 2020, as amended as of December 4, 2020. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

WHEREAS, Purchaser placed an Additional Order on December 24, 2020 for 20,000,175 doses of the Product (the "**Additional Product**") after being advised by Pfizer that it had availability to supply and that it agreed to allocate the Additional Product to Purchaser pursuant to Section 2.3(c) of the Agreement;

WHEREAS, Purchaser and Pfizer have agreed, subject to the conditions set forth in the Agreement, to amend the Delivery Schedule to include the Additional Product;

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Amendment to amend such terms in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. AMENDMENTS TO AGREEMENT

The Parties agree to amend the Agreement as follows:

1.1 Attachment B to the Agreement shall be deleted in its entirety and Appendix 1 to this Amendment shall be included as a new Attachment B.

2. CONTINUING FORCE AND EFFECT

Except as otherwise amended under the terms of Section 1 herein, the Agreement shall remain in full force and effect.

3. LAW AND DISPUTES

4. COUNTERPARTS; FACSIMILE

This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been

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signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Effective Date.

PFIZER CANADA ULC

By: _____

Name: Fabien Paquette

Title: Vaccines Lead, Pfizer Canada

By: _____

Name: Cole C. Pinnow

Title: President, Pfizer Canada

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By: Reza, Arianne Digitally signed by Reza, Arianne Date: 2021.02.01 13:08:51 -05'00'

Name: _____

Title: _____

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APPENDIX 1
Attachment B – Delivery Schedule and Price

Quarter	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total
Doses						40,000,350
Price per dose in CAD				[redacted]		

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THIRD AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS THIRD AMENDMENT AGREEMENT ("**Amendment**") is dated as of April 22, 2021 ("**Amendment Effective Date**") and is made by and between Pfizer Canada ULC with offices at 17300 Trans-Canada Highway, Kirkland, Quebec, Canada, H9J 2M5 (hereinafter "**Pfizer**") and Her Majesty The Queen in Right of Canada, represented by the Minister of Public Works and Government Services Canada with offices at 11 Laurier St. / 11, rue Laurier, 6B3, Place du Portage III, Gatineau, Quebec, K1A 0S5 (hereinafter "**Purchaser**") and amends the Manufacturing and Supply Agreement ("**Agreement**") entered into by and between Pfizer and Purchaser on October 26, 2020, as amended as of December 4, 2020 and as further amended as of January 27, 2021. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

WHEREAS, Pfizer recognizes that Canada is an important market in the global public health efforts against Covid-19 and the roll out of the Pfizer-BioNTech vaccine;

WHEREAS, Pfizer commenced its supply of the Original Product (as hereinafter defined) to Purchaser in December 2020, and Pfizer will continue to use Commercially Reasonable Efforts to carry out its obligations in the Agreement including this Amendment;

WHEREAS, Purchaser and Pfizer desire to expand on the supply of Product and possible manufacture and sale of an Adapted Product under the Agreement as a reflection of the goodwill between the Parties and for the benefit of the Canadian population;

WHEREAS, Purchaser and Pfizer have agreed, subject to the conditions set forth in the Agreement, to include the possible manufacture and sale of an Adapted Product (as hereinafter defined), if such Adapted Product receives Authorization and to amend and restate Attachment B of the Agreement in connection therewith to extend the relationship and supply of Product through 2024;

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Amendment to amend such terms in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. AMENDMENTS TO AGREEMENT

The Parties agree to amend the Agreement as follows:

1.1 The following new definition shall be added as a new Section 1.57:

> "Adapted Product" means any adaptations to the Original Product in multidose presentation being either (a) in the form to incorporate modifications to the mRNA sequence for the purpose of addressing mutations or variants of the SARS-CoV-2 virus and/or (b) new formulations, whether covered by the same or a separate Authorization. For greater certainty Pfizer shall be under no obligation to develop, manufacture or supply any Adapted Product."

1.2 The following new definition shall be added as a new Section 1.58:

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s.20(1)(d)

"Original Product" means the medicinal product being BNT162b2, a nucleoside-modified messenger RNA (mRNA) vaccine that encodes an optimized SARS-CoV-2 full length spike glycoprotein (S) in an unpreserved frozen multi-dose vial that must be diluted, for which Authorization has been granted for the prevention of COVID, including subsequent non-material variations as reasonably determined by Pfizer or BioNTech or any of their Affiliates and approved by the relevant regulatory authority. For the avoidance of doubt, the extension of the Authorization to include any or all sections of the paediatric population shall be included in the scope of this definition."

1.3 The definition of "Product" in Section 1.42 of the Agreement is hereby deleted and replaced with the following:

"Product" means collectively, the Original Product and any Adapted Product, if developed and/or manufactured by Pfizer in its sole discretion."

1.4 Section 2.1(e) is hereby amended with the addition of the following language at the end of such section:

[redacted]

1.5 Section 2.3(c) is hereby deleted and replaced with the following:

"Pfizer acknowledges and agrees that Purchaser may wish to place additional binding orders in the future (each the "**Additional Order**") for a maximum of up to:

(i) 28 million additional doses of the Product to be exercised during calendar year 2021;

(ii) 30 million additional doses of the Product to be exercised during calendar year 2022;

(iii) 30 million additional doses of the Product to be exercised during calendar year 2023; and

(iv) 60 million additional doses of the Product to be exercised during calendar year 2024, [redacted]

subject to the following conditions:

(A) the applicable Product has received Authorization prior to such binding order being placed;

(B)

; and

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(C) [redacted]

(D) [redacted]

(E) All Additional Orders [redacted]

1.6 The following new Section 2.3(d) is hereby added to the Agreement:

"On or before April 23, 2021, Purchaser shall submit to Pfizer a legally binding and irrevocable Purchase Order for thirty-five million five hundred fifty (35,000,550) doses of the Product for delivery in calendar year 2022 and a legally binding and irrevocable Purchase Order for twenty nine million nine hundred ninety nine thousand nine hundred seventy (29,999,970) doses of the Product for delivery in calendar year 2023, (collectively, the "**2022-2023 Firm Doses**") as more specifically described in Appendix 1 to this Amendment. The Purchaser acknowledges that a transition time may be required to commence supply of an Adapted Product. Purchaser also agrees that Pfizer shall be entitled to adjust the Delivery Schedule in its sole discretion in order to supply in an orderly manner following receipt of Authorization. In addition, the Parties agree to discuss in good faith with respect to the Products to be supplied and whether the Products to be supplied shall be the Original Product, the Adapted Product or any combination thereof."

1.7 Section 2.4(h) is hereby deleted and replaced with the following:

"(h) Each shipment of Product

1.8 Section 2.5 (a) of the Agreement is hereby amended and restated as follows:

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s.20(1)(d)

[redacted]

1.9 The reference in Section 2.6(d) of the Agreement to [redacted] shall be replaced with [redacted]

1.10 Section 3.1 is hereby amended by the deletion of the following language:

[redacted]

1.11 Section 4.3 of the Agreement is hereby amended to include the following language at the end of such section:

> "In order to maintain an efficient supply chain for the manufacture, release and supply of the Product, Pfizer will be solely responsible for determination of manufacturing and testing locations and will conduct testing in accordance with cGMP. The Parties have agreed that Pfizer will not be required to respond to, or provide product or method transfer in connection with, requests for local testing, requests for lot release protocols or requests for registration samples in this Agreement or in subsequent amendments or extensions of this Agreement."

1.12 Section 4.4(b) of the Agreement is hereby deleted and replaced with the following:

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s.20(1)(d)

1.13 The words [redacted] in Section 6.1 shall be replaced with [redacted]

1.14 Section 6.5 (c) (ii) is hereby amended and restated as follows:

1.15 Attachment B to the Agreement shall be deleted in its entirety and Appendix 1 to this Amendment shall be included as a new Attachment B. Attachment B will be updated from time to time by Pfizer upon notice to Purchaser with more definitive delivery dates and volumes per quarter for 2022 and thereafter as Pfizer gets information on availability of supply and deployment for Canada.

2. CONTINUING FORCE AND EFFECT

Except as otherwise amended under the terms of Section 1 herein, the Agreement shall remain in full force and effect. This Third Amendment, and the terms set forth herein, are Confidential Information and shall be subject to the terms set forth in Article 10 of the Agreement.

3. LAW AND DISPUTES

4. COUNTERPARTS; FACSIMILE

This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Effective Date.

PFIZER CANADA ULC

By: [redacted]

Name: Fabien Paquette

Title: Vaccines Lead, Pfizer Canada

By:

Name: Cole C. Pinnow

Title: President, Pfizer Canada

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By: Anita Anand

Name: ANITA ANAND

Title: MINISTER OF PUBLIC SERVICES AND PROCUREMENT

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s.20(1)(b)

s.20(1)(c)

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APPENDIX 1
Attachment B – Delivery Schedule and Price

Quarter	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total
Doses			[redacted]	[redacted]		48,000,810
Price per dose in CAD						

Quarter	Q1 2022	Q2 2022	Q3 2022	Q4 2022	Total
Doses	TBD	TBD	TBD	TBD	35,000,550[1]
Price per dose in CAD			[redacted]	[redacted]	

Quarter	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Total
Doses	TBD	TBD	TBD	TBD	29,999,970[2]
Price per dose in CAD		[redacted]	[redacted]	[redacted]	

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s.20(1)(d)

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FOURTH AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS FOURTH AMENDMENT AGREEMENT ("**Amendment**") is dated as of October 20, 2021 ("**Amendment Effective Date**") and is made by and between Pfizer Canada ULC with offices at 17300 Trans-Canada Highway, Kirkland, Quebec, Canada, H9J 2M5 (hereinafter "**Pfizer**") and Her Majesty The Queen in Right of Canada, represented by the Minister of Public Works and Government Services Canada with offices at 11 Laurier St. / 11, rue Laurier, 6B3, Place du Portage III, Gatineau, Quebec, K1A 0S5 (hereinafter "**Purchaser**") and amends the Manufacturing and Supply Agreement ("**Agreement**") entered into by and between Pfizer and Purchaser on October 26, 2020, as amended as of December 4, 2020, as amended as of January 27, 2021 and as further amended as of April 22, 2021. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

WHEREAS, Purchaser and Pfizer have agreed, subject to the conditions set forth in the Agreement, to amend and restate Attachments A - F of the Agreement;

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Amendment to amend such terms in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. AMENDMENTS TO AGREEMENT

The Parties agree to amend the Agreement as follows:

1.1 Attachment A to the Agreement shall be deleted in its entirety and Appendix 1 to this Amendment shall be included as a new Attachment A.

1.2 Attachment B to the Agreement shall be deleted in its entirety and Appendix 2 to this Amendment shall be included as a new Attachment B.

1.3 Appendix 3 to this Amendment shall be included as Attachment C to the Agreement.

1.4 Attachment D to the Agreement shall be deleted in its entirety and Appendix 4 to this Amendment shall be included as a new Attachment D.

1.5 Attachment E to the Agreement shall be deleted in its entirety and Appendix 5 to this Amendment shall be included as a new Attachment E.

1.6 Attachment F to the Agreement shall be deleted in its entirety and Appendix 6 to this Amendment shall be included as a new Attachment F.

2. CONTINUING FORCE AND EFFECT

Except as otherwise amended under the terms of Section 1 herein, the Agreement shall remain in full force and effect.

3. LAW AND DISPUTES

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[redacted]

4. COUNTERPARTS; FACSIMILE

This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Effective Date.

PFIZER CANADA ULC

Name: Fabien Paquette

Title: Vaccines Lead, Pfizer Canada

Name: Cole C. Pinnow

Title: President, Pfizer Canada

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By: Mills, Michael Digitally signed by Mills, Michael Date: 2021.10.20 16:34:35 -04'00'

Name: Michael Mills

Title: A/Assistant Deputy Minister

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APPENDIX 1
Attachment A - Specifications

SEE ATTACHED

Pages 71 to / à 74

are withheld pursuant to sections

sont retenues en vertu des articles

20(1)(b), 20(1)(c)

of the Access to Information

de la Loi sur l'accès à l'information

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APPENDIX 2
Attachment B – Delivery Schedule and Price

Quarter	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total
Doses	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	51,001,230
Price per dose in CAD						

Quarter	Q1 2022	Q2 2022	Q3 2022	Q4 2022	Total
Doses					35,000,550[1]
Price per dose in CAD			[redacted]		

Quarter	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Total
Doses	[redacted]				29,999,970[2]
Price per dose in CAD		[redacted]	[redacted]		

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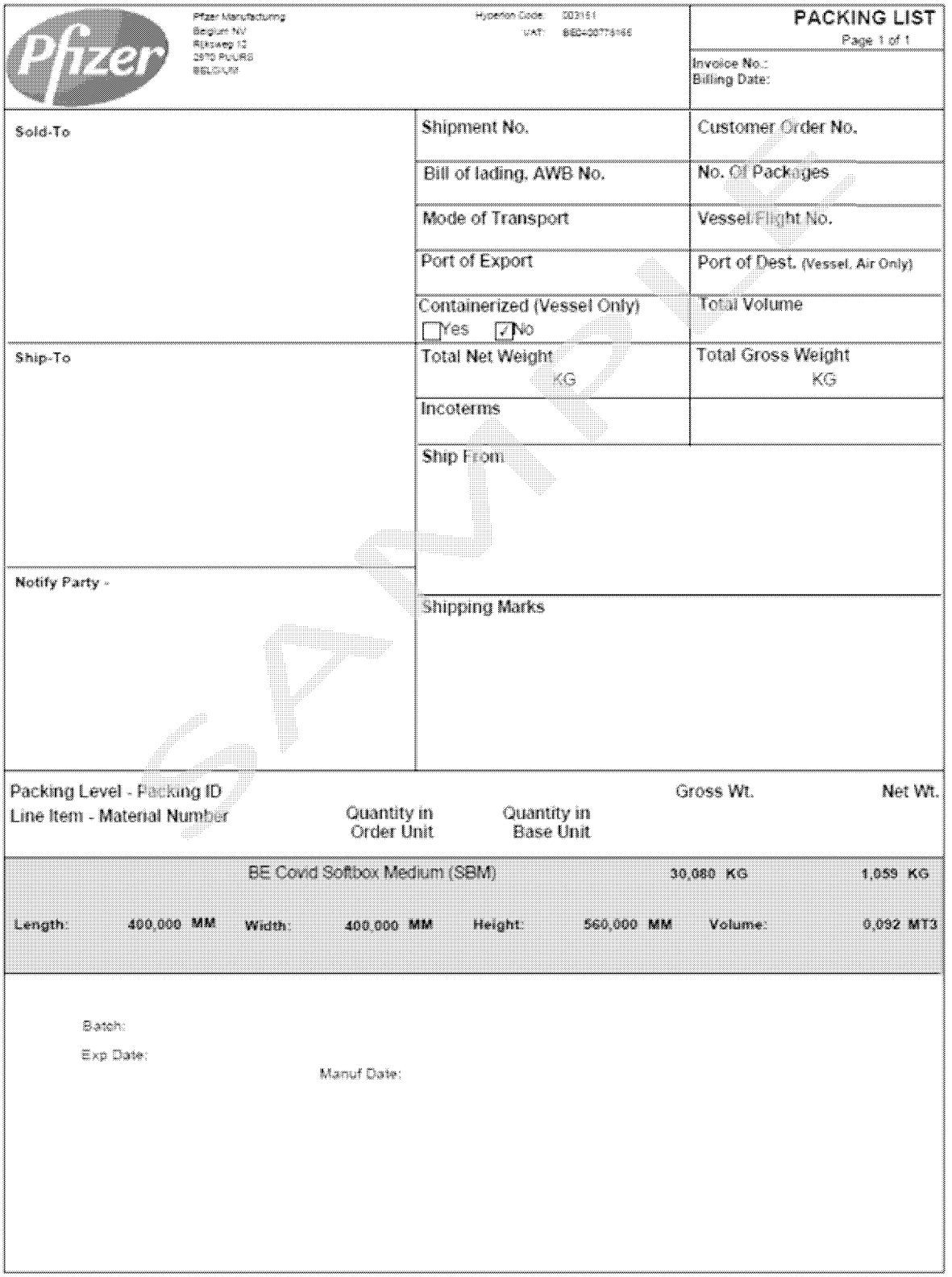
APPENDIX 3
Attachment C – Delivery Documentation



Pfizer Manufacturing
Belgium NV
Rijksweg 12
2870 PUURS
BELGIUM

Hyperion Code: 203161
VAT: BE0-207?9165

PACKING LIST
Page 1 of 1

Invoice No.:
Billing Date:

Sold-To	Shipment No.	Customer Order No.
	Bill of lading, AWB No.	No. Of Packages
	Mode of Transport	Vessel/Flight No.
	Port of Export	Port of Dest. (Vessel, Air Only)
	Containerized (Vessel Only) ☐Yes ☑No	Total Volume
Ship-To	Total Net Weight KG	Total Gross Weight KG
	Incoterms	
	Ship From:	
Notify Party -	Shipping Marks	

Packing Level - Packing ID Line Item - Material Number	Quantity in Order Unit	Quantity in Base Unit	Gross Wt.	Net Wt.
BE Covid Softbox Medium (SBM)			30,080 KG	1,059 KG
Length: 400,000 MM	Width: 400,000 MM	Height: 560,000 MM	Volume: 0,092 MT3	

Batch:
Exp Date:
Manuf Date:

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CONFIDENTIAL

APPENDIX 4
Attachment D – Delivery Specification

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Attachment D – Delivery Specification

Exhibit 1 – Unpacking and Re-icing Thermal Shippers

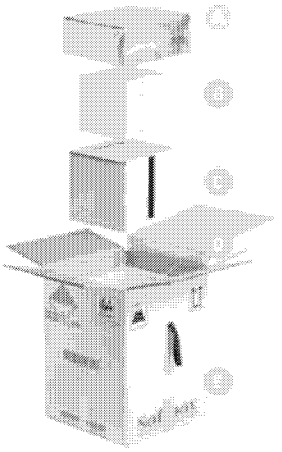
Important Note: Please read the following ancillary documents included with the shipper before performing the unpacking and/or re-icing procedure:

1. Guidelines for Safe, Storage, Use
2. Handling of Dry Ice and Carbon Dioxide, Dry Ice Safety Data Sheet

CONTENTS AND PACKAGING

There are **two types of thermal shipping containers**: a Softbox thermal shipping container and an AeroSafe thermal shipping container. Their outer appearance is different, but their components are very similar. **Do not discard the original thermal shipping container or any of its components.**

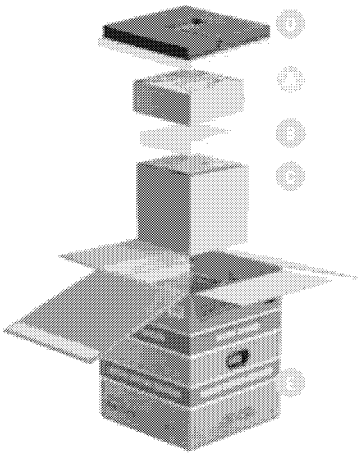
Softbox



Item	Description
1 DRY ICE POD	Holds the top layer of dry ice.
2 VIAL TRAYS	Vial trays look like small pizza boxes and contain multiple-dose vials. Each thermal shipping container will have up to 5 vial trays inside.
3 BOX THAT HOLDS THE VIAL TRAYS	Box within the thermal shipping container that includes the vial trays. This box has handles and can be fully removed from the thermal shipping container.
4 FOAM LID	Top foam lid that includes an embedded temperature-monitoring device and remains connected to the box.
5 THERMAL SHIPPING CONTAINER	Outer box of the thermal shipping container.

The thermal shipping container you received can weigh up to approximately 36.5 kg (81 lbs) and should be opened on the floor, as it may be heavy. Consult with your Occupational Health Department for guidelines regarding lifting heavy items.

AeroSafe



Item	Description
1 DRY ICE POD	Holds the top layer of dry ice.
2 VIAL TRAYS	Vial trays look like small pizza boxes and contain multiple-dose vials. Each thermal shipping container will have up to 5 vial trays inside.
3 BOX THAT HOLDS THE VIAL TRAYS	Box within the thermal shipping container that includes the vial trays. This box can be fully removed from the thermal shipping container.
4 FOAM LID	Top foam lid that can be removed from the AeroSafe thermal shipping container. The temperature-monitoring device embedded in the foam lid.
5 THERMAL SHIPPING CONTAINER	Outer box of the thermal shipping container.

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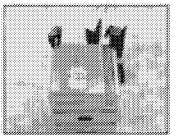
UNPACKING THERMAL SHIPPING CONTAINERS

Step Instructions	Softbox	AeroSafe

1. For both types of thermal shipping containers, you must first break the seal to open.

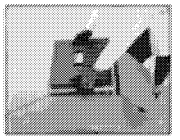


2. When you open the thermal shipping container, **you will see a temperature-monitoring device embedded in the foam lid**. In the Softbox thermal shipping container, this lid will be attached to the thermal shipping container.

   Take caution when opening the Softbox lid, as you'll notice one flap of the thermal shipping container is permanently affixed to the lid. Do not pull this flap. When opening the lid, use the three-finger holes in the foam lid, which will then allow the lid to swing open.

   When opening the AeroSafe foam lid, gently remove the entire lid (with the temperature-monitoring device still attached) and place to the side. Do not remove the temperature-monitoring device from the inner lid or container, because it must be returned with the thermal shipping container after use.

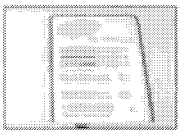
The Softbox thermal shipping container has an attached foam lid, which is permanently affixed to the lid.

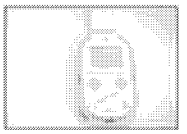


The AeroSafe thermal shipping container has a foam lid that comes completely off.

3. The temperature-monitoring device continuously monitors the temperature during shipment, to ensure the frozen vaccine product has been maintained at the required temperature during transport to vaccination centers.

   Upon receipt, press and hold the stop button for 5 seconds. Sites are responsible for continuing to monitor the product storage temperature using their own monitoring device.





The temperature-monitoring device you receive will be either a Controlant Real-Time Monitor (pictured above to the left) or a Sensitech® Temperature Monitor (pictured above to the right).

Information about temperature monitoring, including devices, can be found at CVDvaccine.ca.

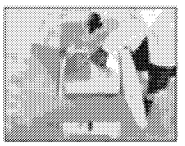
4. Make sure that you are now wearing waterproof insulated gloves and safety glasses with side shields or safety goggles as you prepare to handle layers of the container that have dry ice.

   Beneath the foam lid is the dry ice pod, which holds a layer of dry ice to help maintain the temperature of the multiple-dose vials.

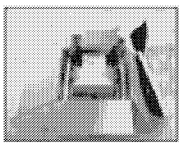
   There will also be dry ice in compartments in the container that surround the box that holds the vial trays.

   If using the thermal shipping container as temporary storage, both of those areas will need to be filled when re-icing.

   Using your waterproof insulated gloves, remove the dry ice pod.



The Softbox thermal shipping container has compartments that allow dry ice to be distributed on all sides of the box. They are only accessible after removing the dry ice pod.



The AeroSafe thermal shipping container has dry ice compartments on the sides that can be accessed with the dry ice pod still in the container.

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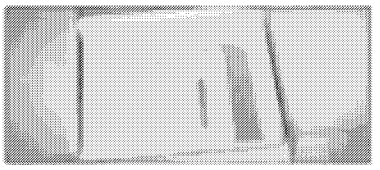
Each vial tray looks like a small pizza box, and contains multiple-dose vials. When diluted, each multiple-dose vial contains 6 doses.

Low dead-volume syringes and/or needles (e.g., low dead-volume luer lock syringes) can be used to extract 6 doses from a single vial. In order to ensure consistent withdrawal of 6 doses of 0.3 mL, it is important to adhere to minimizing volume loss during dose extraction. If standard syringes and needles are used, there may not be sufficient volume to extract a 6th dose from a single vial.

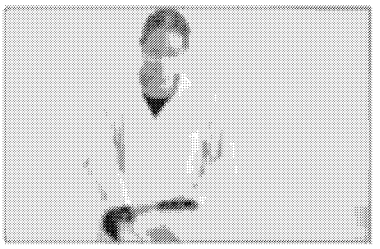
Vial labels and cartons may state that after dilution, a vial contains 5 doses of 0.3 mL. The information on this document and in the Product Monograph regarding the number of doses per vial after dilution supersedes the number of doses stated on the vial labels and cartons.

You will now see the box that holds the vial trays. Open the box and you will see the vial trays. There will be up to 6 vial trays inside. Remove the box that holds the vial trays from the thermal shipping container in order to access and remove the vial trays.



Remember, do not open the vial trays or remove vials until you are ready for thawing or use. Visit **CVDvaccine.ca** for further information.

After removing the vial trays from the thermal shipping container, you must immediately store the vaccine product, preferably in the ultra-low-temperature freezer at -90°C to -60°C (-112°F to -76°F). Vial trays may also be stored at -25°C to -15°C (-13°F to 5°F) for up to 2 weeks. Vials stored at – 25°C to -15°C (-13°F to 5°F) for up to 2 weeks may be returned one time to the recommended storage condition of – 90°C to - 60°C (-112°F to - 76°F). Total cumulative time the vials are stored at -25°C to -15°C (-13°F to 5°F) should be tracked and should not exceed 2 weeks.



Masks were worn due to pandemic.

If an ultra-low-temperature freezer is not available, the thermal shipping container may be used as temporary storage.

If using the thermal shipping container as temporary storage, it must be opened, inspected, and replenished with dry ice within 24 hours of receipt.

After replenishing the thermal shipping container, inspected vial trays should be returned inside and the box taped closed. You should ensure to monitor the temperature inside the thermal shipper using your own monitoring device.

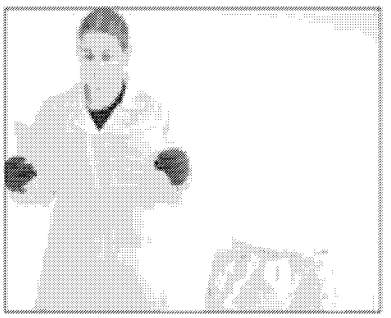
For information about specific temperature requirements and ranges to monitor, temporary storage information, and re-icing the thermal shipping container, please go to CVDvaccine.ca.

DISCARDING DRY ICE

After the thermal shipping container is no longer needed, you can discard the dry ice. Take necessary precautions by reviewing the Dry Ice Safety Data Sheet, and consulting with your Occupational Health Department.

To discard, open the thermal shipping container and leave it at room temperature in a **well-ventilated area**. It will sublime from a solid to a gas.

- **DO NOT leave dry ice in an unsecured area.**
- **DO NOT drain or flush in toilet.**
- **DO NOT dispose in the trash.**
- **DO NOT place in a closed area such as an airtight container or walk-in cooler.**



Masks were worn due to pandemic; refer to Dry Ice Safety Data Sheet for dry ice protection.

Issues with the shipment should be immediately communicated to Pfizer Customer Service at 1-833-VAX-COVI (1-833-829-2684).

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THERMAL SHIPPING CONTAINER TEMPORARY STORAGE RE-ICING INSTRUCTIONS

Follow the instructions and requirements outlined in this booklet when using the thermal shipping container for temporary storage of Pfizer-BioNTech COVID-19 Vaccine. The thermal shipping container may be used as temporary storage for up to 30 days from delivery.

Note: Please read the following ancillary documents included with the thermal shipping container befc unpacking and/or re-icing the thermal shipping container:

1. Dry Ice Safety Data Sheet
2. Dry Ice Safe Handling Guidelines

Also available by visiting **CVDvaccine.ca**.

IMPORTANT INFORMATION

- **2 types of thermal shipping containers:** You will receive either a Softbox thermal shipping container or an AeroSafe thermal shipping container. Their outer appearance is different, but thei components are very similar
- **24 hours:** The thermal shipping container is qualified with a minimum of 20 kg (44 lbs) of dry ice pellets (10 mm to 16 mm pellets). If you are using the thermal shipping container as temporary storage, **the container must be opened, inspected, and replenished with dry ice within 24 hours of receipt**
- Sites are responsible for monitoring product storage temperature in accordance with local requirements
- For the thermal shipping container to maintain the ultra-low temperatures required, it is recommended that the thermal shipping container itself be stored at 15°C to 30°C (32°F to 86°F)
- **To help maintain the level of dry ice and the temperature of the vaccine product:**
  - **2x/Day:** It is recommended that the thermal shipping container not be opened more than 2 times a day
  - **3 Minutes:** The thermal shipping container should not be opened more than 3 minutes at a time
  - **5 Days:** The thermal shipping container should be re-iced every 5 days
- If more frequent openings are necessary, more frequent dry ice replenishment will be required. Ensure that the thermal shipping container is re-iced at the end of business on days when the vaccination site will be closed the following day, such as weekends or holidays
- **After use, the thermal shipping container, including the temperature-monitoring device, must be returned to the supplier to help Pfizer fulfill its commitment to reusable resources**

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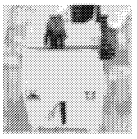
SOFTBOX THERMAL SHIPPING CONTAINER RE-ICING INSTRUCTIONS

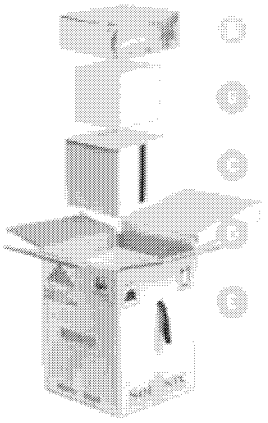
1



Before opening the thermal shipping container, make sure the area in which you are working has proper ventilation. Use of dry ice in confined spaces, such as small rooms, walk-in coolers, and/or poorly ventilated areas, can result in depletion of oxygen, resulting in asphyxiation.

2

Below is an overview of the components within the thermal shipping container for re-icing activities.



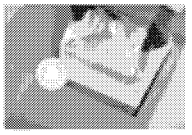
1. DRY ICE POD
2. VIAL TRAYS
3. BOX THAT HOLDS THE VIAL TRAYS
4. FOAM LID
5. THERMAL SHIPPING CONTAINER

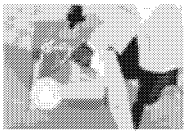
3

In a well-ventilated area, open the thermal shipping container by cutting the tape on the outside of the box. Lift the foam lid using the three finger holes.

4

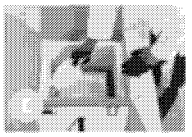
The dry ice pod is visible. While wearing waterproof insulated gloves, lift out the dry ice pod.

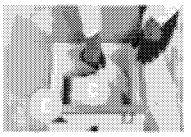




5

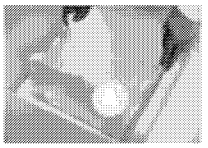
Fill any low areas in the side compartments of the thermal shipping container with dry ice pellets until completely filled, so that it is equal with but does not exceed the top edges of the box that holds the vial trays.





6

Reinsert the dry ice pod on top of the box that holds the vial trays. Then fill the dry ice pod to the top with dry ice (do not overfill).



7

Close the dry ice pod, ensuring that it is flush with the top edge of the thermal shipping container to maintain the required temperatures.

8

Close the foam lid and the thermal shipping container and reseal with tape. To maintain required temperature, it is critical that the container lid is flush and properly taped shut. Store in a well-ventilated location.

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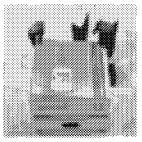
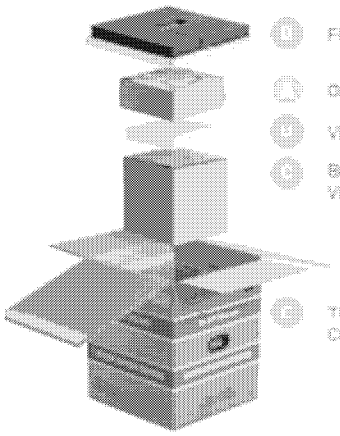
AEROSAFE THERMAL SHIPPING CONTAINER RE-ICING INSTRUCTIONS

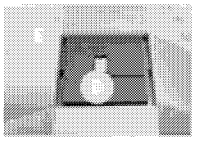
1. Before opening the thermal shipping container, make sure the area in which you are working has proper ventilation. Use of dry ice in confined spaces, such as small rooms, walk-in coolers, and/or poorly ventilated areas, can result in depletion of oxygen, resulting in asphyxiation.

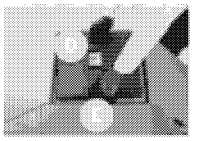


2. Below is an overview of the components within the thermal shipping container for re-icing activities.

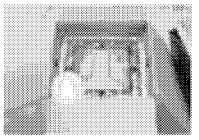


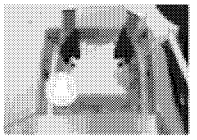
3. In a well-ventilated area, open the thermal shipping container by cutting the tape on the outside. Lift and remove the foam lid.



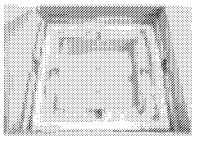


4. The dry ice pod is visible. While wearing waterproof insulated gloves, lift out the dry ice pod.





5. Fill any low areas in the side compartments of the thermal shipping container with dry ice pellets until completely filled, so that it is equal with but does not exceed the top edges of the side compartments.



6. Reinsert the dry ice pod on top of the box that holds the vial tray. Then fill the dry ice pod to the top with dry ice (do not overfill).

7. Add the foam lid back on top of the dry ice pod, ensuring that it is flush with the top edge of the thermal shipping container to maintain the required temperatures.

8. Fold the outer flaps and reseal the thermal shipping container with tape. To maintain required temperatures, it is critical that the container lid is flush and properly taped shut.

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APPENDIX 5
Attachment E – Labelling and Packaging Specifications

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APPENDIX 6
Attachment F – Return and Disposal of Product Materials

A. Return

"**Logistics Delivery Equipment**" refers to the long-distance thermal shipping container ("**Thermal Shipper**") used for shipping and the temperature data logger/monitoring device attached to such Thermal Shipper.

Once dry ice is no longer needed, open the **Logistics Delivery Equipment** and leave it at room temperature in a well-ventilated area. The dry ice will readily sublime from a solid to a gas. DO NOT leave dry ice unattended.

Store the empty **Logistics Delivery Equipment** until return in an appropriate clean and secure location to protect and maintain the functionality of the equipment (e.g., do not store outside under uncontrolled conditions, exposed to weather, exposed to pests, etc.).

Return of the **Logistics Delivery Equipment** to be undertaken within 35 days following delivery of the Product to the Purchaser's recipient. Instructions and logistics for return will be provided on the interior of the Thermal Shipper and will also be available on Pfizer's website. In the event that either: (a) the **Logistics Delivery Equipment** (or any part thereof), is not (i) delivered to the return carrier within 35 days following delivery of the Product or (ii) received by Pfizer within five (5) days following the date of Purchaser's return shipment; or (b) the **Logistics Delivery Equipment** (or any part thereof), is damaged in any way (determined in Pfizer's sole discretion), Pfizer shall be entitled to charge Purchaser $450 (exclusive of VAT) per Thermal Shipper and temperature data logger/monitoring device at its sole discretion which Purchaser shall pay within 30 days of the date of any invoice for such amount(s). Purchaser acknowledges that such amount represents a reasonable pre-estimate of replacement cost such Logistics Delivery Equipment as a result of Purchaser's default, act or omission.

Pfizer will provide Purchaser with monthly reporting on the return of Logistics Delivery Equipment and will identify any potential issues or concerns. If issues arise regarding the return of Logistics Delivery Equipment, Pfizer will provide notice to Purchaser prior to charging Purchaser for such damaged or late Logistics Delivery Equipment. Purchaser will not be responsible, and Pfizer will not charge Purchaser, for any damages that have been caused, by Pfizer's contracted return carrier.

B. Disposal

"**Primary Container Units**" refers to the vials that contain the Product.

Destruction of the **Primary Container Units** that have been opened or are unused must take place at a facility appropriately licensed to handle and destroy pharmaceutical waste, medical waste, and/or hazardous waste, and destruction must be by means of grinding or incineration.

"**Secondary Cartons**" refers to the immediate boxes that contain the vials of Product.

Secondary Cartons must be defaced and destroyed in accordance with local clinical

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dosing facility waste management services, and **Secondary Cartons** may not be disposed of in routine household waste collection or recycling centers.

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FIFTH AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS AMENDMENT AGREEMENT ("**Amendment**") is dated as of November 22, 2021 ("**Amendment Effective Date**") and is made by and between Pfizer Canada ULC with offices at 17300 Trans-Canada Highway, Kirkland, Quebec, Canada, H9J 2M5 (hereinafter "**Pfizer**") and Her Majesty The Queen In Right of Canada, as represented by the Minister of Public Works and Government Services Canada with offices at 11 Laurier St. / 11, rue Laurier, 6B3, Place du Portage III, Gatineau, Quebec, K1A 0S5 (hereinafter "**Purchaser**") and amends the Manufacturing and Supply Agreement, as amended to date ("**Agreement**") entered into by and between Pfizer and Purchaser on October 26, 2020. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

WHEREAS, Purchaser and Pfizer desire to expand on the supply of Product and possible manufacture and sale of a Pediatric Vaccine as a reflection of the goodwill between the Parties and for the benefit of the Canadian population;

WHEREAS, Purchaser and Pfizer acknowledge that the Pediatric Vaccine is an Adapted Product (as hereinafter defined) and wish to advance certain deliveries thereof soon after receipt of an Authorization; and

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Amendment to amend such terms in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. AMENDMENTS TO AGREEMENT

The Parties agree to amend the Agreement as follows:

1.1 Section 1 of the Agreement is hereby amended by adding a new Section 1.60 as follows:

"1.60 ""**Pediatric Vaccine**" [redacted]

1.2 Section 1.42 of the Agreement is hereby deleted in its entirety and replaced with the following definition of Product:

> ""**Product**" means, as applicable, (a) any presentation(s) of Original Product and/or (b) any presentation(s) of Adapted Product, if developed, manufactured or for which Authorization is sought by Pfizer in its sole discretion. "**Original Product**" means the medicinal product being BNT162b2, a nucleoside-modified messenger RNA (mRNA)

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vaccine that encodes an optimized SARS-CoV-2 full length spike glycoprotein (S) in an unpreserved frozen multi-dose vial that must be diluted, for which Authorization has been granted for the prevention of COVID-19, including subsequent non-material variations as reasonably determined by Pfizer or BioNTech or any of their Affiliates and approved by the relevant regulatory authority. "**Adapted Product**" means any adaptations to the Original Product in multidose presentation being either (a) in the form to incorporate modifications to the mRNA sequence for the purpose of addressing mutations or variants of the SARS-CoV-2 virus and/or (b) new formulations, whether covered by the same or a separate Authorization. For the avoidance of doubt, as set forth in Section 1.60, a Pediatric Vaccine will be either a presentation of Original Product or a presentation of Adapted Product."

1.3 Section 1.55 of the Agreement is hereby deleted in its entirety and replaced with the following definition of Vaccine:

""**Vaccine**"

1.4 Attachment B to the Agreement shall be deleted in its entirety and Appendix 1 to this Amendment shall be included as a new Attachment B.

2. CONTINUING FORCE AND EFFECT; ENTIRE AGREEMENT

Except as otherwise amended under the terms of Section 1 herein, the Agreement shall remain in full force and effect. This Amendment and the Agreement, together with any attachments and amendments (and as such attachments may be amended, amended and restated or replaced from time to time), which are hereby incorporated by reference, constitute the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect to thereto. Except as otherwise set out herein, no modification or alteration of this Amendment or the Agreement shall be binding upon the Parties unless contained in a writing signed by a duly authorized agent for each respective Party and specifically referring hereto or thereto.

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3. LAW AND DISPUTES

4. COUNTERPARTS; FACSIMILE

This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Effective Date.

PFIZER CANADA ULC

By: [redacted]

Name: Fabien Paquette

Title: Vaccines Lead, Pfizer Canada

By: [redacted]

Name: Cole C. Pinnow

Title: President, Pfizer Canada

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By: Mills, Michael Digitally signed by Mills, Michael Date: 2021.11.22 10:32:02 -05'00'

Name: Michael Mills

Title: A/Assistant Deputy Minister

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Attachment B – Delivery Schedule and Price **CONFIDENTIAL**

2020-2021
Original Product

Quarter	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total
Doses				[redacted]	[redacted]	51,001,230
Price per dose in CAD						

Adapted Product (Pediatric Vaccine (ages 5 to <12))*

Quarter	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total
Doses	[redacted]		[redacted]		2,900,000*
Price per dose in CAD					

2022

Quarter	Q1 2022	Q2 2022	Q3 2022	Q4 2022	Total
Doses					32,100,550[1]
Price per dose in CAD		[redacted]			

2023

Quarter	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Total
Doses	[redacted]			[redacted]	29,999,970[2]
Price per dose in CAD		[redacted]			

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CONFIDENTIAL

AMENDED AND RESTATED MANUFACTURING AND SUPPLY AGREEMENT

BETWEEN

PFIZER CANADA ULC

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

DATED AS OF

July 19, 2022

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AMENDED AND RESTATED MANUFACTURING AND SUPPLY AGREEMENT

THIS AMENDED AND RESTATED MANUFACTURING AND SUPPLY AGREEMENT dated as of **July 19, 2022** (the "**Effective Date**") is made by and between Pfizer Canada ULC with offices at 17300 Trans-Canada Highway, Kirkland, Quebec, Canada, H9J 2M5 (hereinafter "**Pfizer**") and Her Majesty The Queen In Right of Canada, as represented by the Minister of Public Works and Government Services Canada with offices at 11 Laurier St. / 11, rue Laurier, 6B3, Place du Portage III, Gatineau, Quebec, K1A 0S5 (hereinafter "**Purchaser**"). Purchaser and Pfizer may be referred to herein individually as a "**Party**" or collectively as the "**Parties**". This Agreement amends and restates the Original Agreement.

WHEREAS, Pfizer Inc. ("**Pfizer US**") and BioNTech SE, a company organized and existing under the laws of Germany ("**BioNTech**"), collaborated and developed a vaccine to address the global COVID-19 pandemic;

WHEREAS, Purchaser desires to purchase the Product for use in Canada, and Pfizer desires to manufacture and supply the Product to Purchaser; and

WHEREAS, the Parties are willing to carry out the foregoing pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings set forth below.

1.1 "**Adapted Product**" means any adaptations to the Original Product in multidose presentation being either (a) in the form to incorporate modifications to the mRNA sequence for the purpose of addressing mutations or variants of the SARS-CoV-2 virus and/or (b) new formulations, whether covered by the same or a separate Authorization. For the avoidance of doubt, as set forth in Section 1.40, a Pediatric Vaccine will be either a presentation of Original Product or a presentation of Adapted Product.

1.2 "**Additional Order**" shall have the meaning set forth in Section 2.3.

1.3 "**Additional Product**" shall have the meaning set forth in Section 2.3.

1.4 "**Adjusted Delivery Schedule**" shall have the meaning set forth in Section 2.4(b).

1.5 "**Advance Payment**" shall have the meaning set forth in Section 3.2.

1.6 "**Affiliate(s)**" means, with respect to each Party, any corporation, firm, partnership or other entity or Person which directly or indirectly controls or is controlled by or is under common control with the named Party. For purposes of this definition,

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"control" (including, with correlative meaning, the terms "controlled by" and "under common control with") shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors of Pfizer or any direct or indirect parent of Pfizer, and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

1.7 "**Agreement**" means this Amended and Restated Manufacturing and Supply Agreement and all Attachments hereto as the same may be amended, amended and restated, supplemented or otherwise replaced from time to time.

1.8 "**Allocation**" shall have the meaning set forth in Section 2.5.

1.9 "**Authorization**" shall mean (i) an Expedited Authorization or (ii) an authorization granted by Health Canada under Division 8 of the *Food and Drug Regulations* that allows the Product to be placed on the market in Canada.

1.10 "**BioNTech**" shall have the meaning set forth in the recitals.

1.11 "**Binding Term Sheet**" means the binding term sheet entered into by and between the Parties on .

1.12 "**Business Day**" means any day other than Saturday, Sunday or a public holiday in New York, New York, Ontario, Canada, or Quebec, Canada.

1.13 "**Commercially Reasonable Efforts**"

1.14 "**Confidential Information**" means all confidential or proprietary information, other than Exempt Information, in any form, directly or indirectly disclosed to Recipient or its Representatives by or on behalf of the Disclosing Party pursuant to this Agreement, regardless of the manner in which such information is disclosed, delivered, furnished, learned, or observed, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure. Confidential Information includes, without limitation, the

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terms and conditions of this Agreement. Failure to mark Confidential Information disclosed in writing hereunder as "Confidential" shall not cause the information to be considered non-confidential, with the burden on the Disclosing Party to prove such information clearly should have been known by a reasonable person with expertise on the subject matter, based on the nature of the information and the circumstances of its disclosure, to be Confidential Information, provided that the Disclosing Party has otherwise made good faith efforts to clearly mark Confidential Information as such. For avoidance of any doubt, Confidential Information shall not include Product label information, administration instructions or any instructions related to storage, transport or any warnings in respect of the Product.

1.15 "**Contracted Doses**" shall have the meaning set forth in Section 2.3.

1.16 "**Current Good Manufacturing Practices**" or "**cGMP**" means applicable Good Manufacturing Practices as required under the Food and Drug Regulations prescribed under the Food and Drugs Act (Canada) and any successor legislation and amendments thereto from time to time, prevailing at the time of the manufacture of the Product.

1.17 "**Delivery Price**" shall have the meaning set forth in Section 3.2.

1.18 "**Delivery Schedule**" shall have the meaning set forth in Section 2.4.

1.19 "**Disclosing Party**" means the Party or any of its Affiliates that discloses, or causes to be disclosed, Confidential Information to the other Party or any of its Affiliates.

1.20 "**Diverted Product**" shall have the meaning set forth in Section 2.4.

1.21 "**Effective Date**" shall have the meaning set forth in the preamble.

1.22 "**Exempt Information**" means information that: (a) the Recipient or any of its Representatives lawfully possessed, as demonstrated by competent proof, before the Disclosing Party disclosed such information under this Agreement; or (b) was already generally available and in the public domain at the time of disclosure, or becomes public (other than as a result of breach of this Agreement by the Recipient or its Representatives); (c) the Recipient or any of its Representatives lawfully obtains from a Person not in breach of any confidentiality obligation (or other prohibition from disclosing the information) to the Disclosing Party with respect to such information (and Recipient has made reasonable enquiry with respect thereto); or (d) the Recipient evidences to the reasonable satisfaction of the Disclosing Party is independently developed by or on behalf of the Recipient or its Representatives without the use of, reference to, aid from, or reliance on, the Confidential Information. In clarification of the foregoing, a general disclosure in the public domain will not cause more specific (but related) information to be deemed Exempt Information under one of the above exceptions; similarly, a combination of several pieces of information, which individually would be deemed Exempt Information, will not be deemed Exempt Information unless the combination itself is in the

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public domain, independently developed by the Recipient or its Representatives or otherwise lawfully in the possession of the Recipient or any of its Representatives.

1.23 "**Expedited Authorization**" means an expedited authorization for the Product granted by Health Canada that allows the Product to be placed on the market in Canada or under an Interim Order Respecting the Importation, Sale and Advertising of Drugs in Relation to COVID-19.

1.24

1.25 "**Force Majeure Event**" shall have the meaning set forth in Section 12.8.

1.26 "**Forms**" shall have the meaning set forth in Section 12.12.

1.27 "**Government**" means all levels and subdivisions of government (i.e. local, provincial, federal, administrative, legislative or executive) of Canada.

1.28 "**Health Canada**" means Health Canada, a federal department of the federal government, and any successor.

1.29 "**ICDR Canada**" means The International Centre for Dispute Resolution Canada.

1.30

1.31

1.32 "**Intellectual Property**" means (a) any processes, trade secrets, inventions, industrial models, designs, methodologies, drawings, discoveries, results, materials, formulae, procedures, techniques, clinical data or technical or other information or data, manufacturing, engineering and technical drawings , including proprietary rights in any of the foregoing, and (b) registered trademarks, trade mark applications, unregistered marks, trade dress, copyrights, know-how, patents, patent applications, and any and all provisionals, divisions, continuations, continuations in part, extensions, substitutions, renewals, registrations, revalidations, reissues or additions, including certificates of supplementary protection, of or to any of the aforesaid patents and patent applications, and all foreign counterparts of any, or to any, of the aforesaid patents and patent applications.

1.33 "**Latent Defect**" means a defect causing the Product to not conform to the applicable Specifications that Purchaser can show was present at the time of delivery of the Product and which could not have been detected by Purchaser, its designee, or their Personnel at delivery through diligent inspection.

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1.34 "**Law/s**" means, collectively, all applicable national and local laws, common laws, statutes, ordinances, codes, rules, regulations, orders, decrees or other pronouncements of any Government, administrative or judicial authority having the effect of law.

1.35 "**Losses**" shall have the meaning set forth in Section 8.1.

1.36 "**Non-Complying Product**" shall have the meaning set forth in Section 4.4.

1.37 "**Original Agreement**" means the manufacturing and supply agreement entered into by the Parties as of October 26, 2020, as amended.

1.38 "**Original Product**" means the medicinal product being BNT162b2, a nucleoside-modified messenger RNA (mRNA) vaccine that encodes an optimized SARS-CoV-2 full length spike glycoprotein (S) in an unpreserved frozen multi-dose vial that must be diluted, for which Authorization has been granted for the prevention of COVID-19, including subsequent non-material variations as reasonably determined by Pfizer or BioNTech or any of their Affiliates and approved by the relevant regulatory authority.

1.39 "**Pediatric Delivery Request**" shall have the meaning set forth in Section 2.3(e).

1.40 "**Pediatric Vaccine**" [redacted]

1.41 "**Person**" means any natural person, entity, corporation, general partnership, limited partnership, limited liability partnership, joint venture or similar entity or organization, joint stock company, proprietorship, other business organization, trust, union, association or Government.

1.42 "**Personnel**" means all Affiliates, subcontractors, or other third parties, and employees and agents of each of them, used by either Party in the performance of services or obligations or in connection with this Agreement.

1.43 "**Pfizer**" shall have the meaning set forth in the preamble.

1.44 "**Pfizer US**" shall have the meaning set forth in the preamble.

1.45 "**Price**" shall have the meaning set forth in Section 3.1.

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1.46

1.47 "**Product**" means, as applicable, (a) any presentation(s) of Original Product and/or (b) any presentation(s) of Adapted Product, if developed, manufactured or for which Authorization is sought by Pfizer in its sole discretion.

1.48 "**Product Materials**" means all packaging materials and components needed for delivery of the Product.

1.49 "**Purchase Order**" means a written or electronic order form substantially in the form attached as Attachment G submitted by Purchaser to Pfizer in accordance with the terms of this Agreement authorizing the manufacture and supply of the Product.

1.50 shall have the meaning set forth in Section 8.2(b).

1.51 shall have the meaning set forth in Section 8.2(a).

1.52 "**Recipient**" means the Party who receives Confidential Information from the other Party.

1.53 "**Records**" means books, documents, and other data, of all matters relating to performance of obligations under this Agreement.

1.54 "**Representatives**" means, with respect to Recipient, its Affiliates and its and their respective directors, officers, and employees, agents, contractors, consultants, advisors and representatives who (a) are subject to an obligation of confidentiality protecting the Confidential Information on terms no less restrictive than those contained in this Agreement; and (b) have a need to know the Confidential Information in connection with this Agreement.

1.55 "**Sales Taxes**" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and/or any provincial tax, by law, payable in Canada such as the Quebec Sales Tax (QST), as applicable.

1.56 "**Serious Injury**" shall have the meaning set forth in Section 8.1(a).

1.57 "**Specifications**" means the specifications for the manufacture, processing, packaging, labeling, testing and testing procedures, shipping, storage and supply of the Product as set out in the Authorization, including those set forth on Attachment A, and as such specifications may be amended, supplemented or otherwise modified by Pfizer and communicated to Purchaser.

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1.58 "**Term**", with respect to this Agreement, shall have the meaning set forth in Section 6.1.

1.59

1.60 "**Vaccine**"

1.61 [redacted]

Except where the context expressly requires otherwise, (a) the use of any gender herein shall be deemed to encompass references to either or both genders, and the use of the singular shall be deemed to include the plural (and vice versa), (b) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (c) the word "will" shall be construed to have the same meaning and effect as the word "shall", (d) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (e) any reference herein to any person shall be construed to include the person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Sections or Attachments shall be construed to refer to Sections or Attachments of this Agreement, and references to this Agreement include all Attachments hereto, (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (i) provisions that require that a Party or Parties "agree", "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (j) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof and (k) the term "or" shall be interpreted in the inclusive

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sense commonly associated with the term "and/or".

2. SUPPLY OF PRODUCT.

2.1 Agreement to Supply.

(a) During the Term, Pfizer shall use Commercially Reasonable Efforts to supply or have supplied the Product to Purchaser, and Purchaser shall purchase the Product, subject to and in accordance with the terms and conditions of this Agreement.

(b)

(c)

(d) [redacted]

(e) Pfizer shall keep Purchaser apprised of the progress of the material development of the Product and shall provide Purchaser with such information regarding that development as Purchaser reasonably requests.

2.2 Capacity.

Pfizer shall use Commercially Reasonable Efforts to build manufacturing capacity

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to be capable of manufacturing and supplying the Product to Purchaser in accordance with the provisions of this Agreement.

2.3 Purchase Orders.

(a) On the Effective Date, Purchaser shall submit to Pfizer a legally binding and irrevocable Purchase Order(s) for twenty million, one hundred and seventy-five (20,000,175) doses ("Contracted Doses") of the Product.

(b) The Purchase Order shall be provided together with Purchaser's order number, Sales Taxes number, and invoice address. Pfizer shall accept the Purchase Order conforming to the terms set forth in this Agreement in writing, and the confirmed Purchase Order shall be binding upon the Parties and subject to the terms and conditions set out in this Agreement.

(c) Pfizer acknowledges and agrees that Purchaser may wish to place additional binding orders in the future (each the "**Additional Order**") for a maximum of up to:

(i) 25 million additional doses of the Product to be exercised during calendar year 2021;

(ii) 30 million additional doses of the Product to be exercised during calendar year 2022;

(iii) 30 million additional doses of the Product to be exercised during calendar year 2023; and

(iv) 60 million additional doses of the Product to be exercised during calendar year 2024, with a minimum quantity of 30 million doses for the first Purchase Order,

subject to the following conditions:

(A) the applicable Product has received Authorization prior to such binding order being placed;

(B) Pfizer has availability of supply of such additional requested doses (the "**Additional Product**");

(C) Pfizer agrees, in its sole discretion to allocate the Additional Product to Purchaser. Each Additional Order will be subject to the same terms and conditions set forth in this Agreement, as applicable;

(D) in the event that Pfizer provides Purchaser written confirmation of (B) and (C) herein, Pfizer shall provide notice to Purchaser (1) accepting such Additional Order and requesting Purchaser to submit a legally binding and irrevocable Purchase

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Order for such Additional Order in accordance with the terms set forth herein, or (2) notifying Purchaser of additional or revised terms Pfizer would require in connection with such Additional Order. In connection with execution of an amendment to include Pfizer's additional or revised terms for such Additional Order, the Purchaser would submit a legally binding and irrevocable Purchase Order for such Additional Order. For clarity, except for any additional or revised terms set forth by Pfizer for the Additional Order (as executed in an amendment to this Agreement at the time of such Additional Order), each Additional Order will also be subject to the same terms and conditions set forth in this Agreement (and any subsequent amendments thereto), as applicable. Any accepted Additional Order must be placed during the Term of the Agreement; and

(E) all Additional Orders are

(d) On or before April 23, 2021, Purchaser shall submit to Pfizer a legally binding and irrevocable Purchase Order for thirty-five million five hundred fifty (35,000,550) doses of the Product for delivery in calendar year 2022 and a legally binding and irrevocable Purchase Order for twenty nine million nine hundred ninety nine thousand nine hundred seventy (29,999,970) doses of the Product for delivery in calendar year 2023, (collectively, the "**2022-2023 Firm Doses**") as more specifically described Attachment B. The Purchaser acknowledges that a transition time may be required to commence supply of an Adapted Product. Purchaser also agrees that Pfizer shall be entitled to adjust the Delivery Schedule in its sole discretion in order to supply in an orderly manner following receipt of Authorization. In addition, the Parties agree to discuss in good faith with respect to the Products to be supplied and whether the Products to be supplied shall be the Original Product, the Adapted Product or any combination thereof.

(e) In the event that Authorization is received for a separate Pediatric Vaccine for children aged 6 months to less than 5 years before August 1, 2022, either as a presentation of the Original Product or as a presentation of Adapted Product and Pfizer has determined it would be applicable in Canada and the Purchaser has submitted as of the Effective Date a request for 4,560,400 doses of such Pediatric Vaccine for children aged 6 months to less than 5 years out of Contracted Doses for delivery in Q3 2022 and Q4 2022 ("**Pediatric Delivery Request**"), Pfizer will use Commercially Reasonable Efforts to deliver the doses of Pediatric Vaccine for children aged 6 months to less than 5 years in accordance with Attachment B following receipt of Authorization of such Pediatric Vaccine for children aged 6 months to less than 5 years if such Authorization is received by August 1, 2022. Any delay in receipt of Authorization by such date, shall delay the delivery of such

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Pediatric Vaccine for children aged 6 months to less than 5 years; provided, however, that in the event that an Authorization is not received by October 15, 2022 for Pediatric Vaccine for children aged 6 months to less than 5 years, Pfizer, in its discretion, after consultation with the Purchaser in good faith, may amend such request relating to such doses subject to the Pediatric Delivery Request to other available Product. For clarity, the Contracted Doses subject to this Pediatric Delivery Request are firm Contracted Doses for calendar year 2022, and in the event Authorization is not received by October 15, 2022, Pfizer may deliver other Product to Purchaser for such Contracted Doses in calendar year 2022.

2.4 Delivery Schedule.

(a) Pfizer shall deliver the Product
Pfizer may deliver the Product by separate installments and shall use Commercially Reasonable Efforts to meet the delivery schedule set out in Attachment B (the "**Delivery Schedule**"), provided that no Product shall be shipped until Authorization is received. All deliveries shall be accompanied by the documentation specified in Attachment C (which may be updated from time to time by Pfizer upon notice to Purchaser), and shall be in accordance with, and subject to, the delivery specifications set forth in Attachment D ("**Delivery Specifications**"). The Product shall be packaged and labelled in accordance with the packaging specifications set forth on Attachment E ("**Labelling and Packaging Specifications**").

(b) If an Authorization is granted after January 1, 2021 but before June 30, 2021, then the Delivery Schedule will be revised to add the period of time between January 1, 2021 and the date of the Authorization ("**Adjusted Delivery Schedule**").

(c) If Authorization is received by June 30, 2021, but Pfizer is unable to deliver any Contracted Doses for technical or other reasons from the Facility intended to produce the Contracted Doses under this Agreement, [redacted]

(d)

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(e) If Authorization is received by June 30, 2021, but by December 31, 2021 Pfizer is unable to manufacture or deliver any Contracted Doses for technical or other reasons from any Facility,

(f)

(g) The Parties shall reasonably agree to the locations (including number of locations) for delivery of shipments of Product; provided that (i) each location meets the requirements set forth in Attachment D, and (ii) all agreed upon locations shall be agreed upon by the Parties at least prior to shipment of the Product and (iii) the delivery location is serviced by a contracted transportation carrier of Pfizer. Pfizer shall have the ability, acting reasonably, to restrict the number of locations where shipments of Product shall be delivered.

(h) Each shipment of Product

2.5 Product Shortages.

(a)

(b)

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2.6 Product Handling.

(a) Upon delivery of Product to Purchaser, Purchaser shall store and handle the Product in the manner set forth in the Specifications set forth on Attachment A, instructions on Attachment D and the instructions provided by Pfizer to ensure stability and integrity of the Product.

(b) For the avoidance of doubt, Purchaser shall bear all expenses for use of the Product upon transfer from Pfizer at the agreed upon location at a port or in Canada, including, but not limited to, those for storage of the Product and distribution and administration of the Product (if applicable) in Canada.

(c) Purchaser shall be solely responsible and liable for the proper storage, handling, distribution, transportation, administration, use and disposal of the Product in Canada following delivery of the Product to Purchaser or its designee. Without prejudice to the generality of the foregoing, Purchaser shall ensure that: (a) recipients of the Product shall follow the return and disposal instructions in Attachment F when disposing of open and unused Product and its packaging components; and (b) such return and disposal complies with Laws regarding pharmaceutical waste, medical waste, or hazardous waste, as appropriate.

(d) Purchaser shall be responsible for and shall ensure that any equipment used to deliver the Product, for example [redacted] are stored in an appropriate clean and secure location to protect and maintain the functionality of such equipment (in controlled conditions, with no exposure to weather or pests, etc.). Within of receipt of the Product, subject to Section 4.4(b), Purchaser shall organize safe return of all such equipment, in accordance with Pfizer's instructions.

(e)

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2.7 Delivery Delays.

[redacted]

2.8 Title to Product, Risk of Loss

2.9

3. PRICE AND PAYMENT

3.1 Purchase Price.

Purchaser shall purchase the Product from Pfizer at the price per dose set out in Attachment B, excluding all Sales Taxes (the "**Price**") and in accordance with the terms of this Agreement.

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3.2 Invoices and Payment.

(a) In partial consideration of the Contracted Doses, Purchaser shall pay an upfront payment of (calculated as /dose multiplied by the Contracted Doses) within of receipt of an invoice from Pfizer issued on or after the Effective Date (the "**Advance Payment**").

(b) Pfizer shall invoice Purchaser for the remainder of the Price for the Contracted Doses delivered upon each delivery pursuant to Section 2.4 (Delivery Schedule) (the "**Delivery Price**"),

(c) Invoices shall be provided to the Purchaser at the following address:

Public Health Agency of Canada
P2P Invoices
200 Eglantine Drive, 18th floor Rm 1855C
Jeanne Mance Building
Ottawa, Ontario, K1A 0K9
Hc.p2p.east.invoices-factures.est.sc@canada.ca

Pfizer shall include the following information on all invoices: the Purchase Order number and billing address; and shall also include, where applicable, the type description, part number (if any) and number of Contracted Doses delivered; the delivery date; the actual date of shipment; the Price; any applicable Sales Taxes or other charges provided for in the Purchase Order; and the ship-to destination.

3.3 Method of Payment.

(a) Purchaser shall pay all undisputed (in good faith) amounts due in Canadian dollars within from the date of the invoice. Payment shall be remitted by wire transfer in immediately available funds to a bank and account designated by Pfizer. Any payment which falls due on a date which is not a Business Day may be made on the next succeeding Business Day.

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(c)

(d)

(e)

3.4 Taxes.

The Price includes all taxes except Sales Taxes and any other transactional taxes and except such sales and use taxes which Pfizer is required by Law to collect from Purchaser. Such taxes, if any, will be separately stated in Pfizer's invoice and will be paid by Purchaser to Pfizer unless Purchaser provides an exemption to Pfizer.

4. MANUFACTURING STANDARDS AND QUALITY ASSURANCE

4.1 Manufacturing Standards.

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Pfizer shall manufacture and supply the Product in material accordance with the Specifications and cGMP. Such Specifications may be revised through written notification by Pfizer to Purchaser to conform to the Authorization or changes to the manufacturing or distribution of the Product.

4.2 Legal and Regulatory Filings and Requests.

Pfizer shall (a) comply with all regulatory or government licenses and permits, and (b) comply with all cGMP with respect to its manufacturing and packaging processes, the Facility or otherwise, to permit the performance of its obligations hereunder. Notwithstanding the foregoing, Pfizer shall use Commercially Reasonable Efforts to obtain the Authorization.

Pfizer shall ensure that all Product is properly labeled and packaged (possibly with a Pfizer label) in accordance with the Specifications and material cGMP standards.

Pfizer shall comply with all conditions (in the relevant timescales) imposed on or agreed in relation to the Authorization.

In the event that a third party is the applicant or holder of the Authorization, any obligation on Pfizer under this Agreement shall be taken as a requirement on Pfizer to use Commercially Reasonable Efforts to procure the compliance of such third party Authorization applicant or holder with such obligations to the extent necessary to ensure the relevant obligation is fully met.

4.3 Quality Tests and Checks.

Pfizer shall perform all bulk holding stability, manufacturing trials, validation (including, but not limited to, method, process and equipment cleaning validation), raw material, in-process, bulk finished product and stability (chemical and/or microbial) tests or checks required to assure the quality of the Product and tests or checks required by the Specifications and cGMP. In order to maintain an efficient supply chain for the manufacture, release and supply of the Product, Pfizer will be solely responsible for determination of manufacturing and testing locations and will conduct testing in accordance with cGMP. The Parties have agreed that Pfizer will not be required to respond to, or provide product or method transfer in connection with, requests for local testing, requests for lot release protocols or requests for registration samples in this Agreement or in subsequent amendments or extensions of this Agreement.

4.4 Rejection of Product; Disposal of Rejected Shipments.

(a) Purchaser may reject any Product that does not conform to Specifications, cGMP ("**Non-Complying Product**") by providing written notice of rejection to Pfizer and the delivery carrier and setting out detailed reasons for such rejection (i) immediately upon delivery of such Non-Complying Product to Purchaser, or (ii) immediately and in no event more than)five (5) Business Day upon its first knowledge of a Latent Defect.

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(c) The provisions of this Section 4.4 (Rejection of Product; Disposal of Rejected Shipments) shall survive termination or expiration of this Agreement.

4.5 Maintenance and Retention of Records.

(a) Each Party shall maintain with respect to its activities under this Agreement as required by Laws.

(b) Purchaser will maintain a quality system for receipt, inspection, storage, traceability to further delivery points, and recall activities. If Purchaser does not have a quality system for the activities defined, Pfizer may share details of a proposed quality system for Purchaser's compliance.

4.6 Diversion Issues.

All Product delivered to Purchaser shall be: (a) stored securely by Purchaser; and (b) distributed by Purchaser only in Canada in a secure manner appropriate to the transportation route and destination, in each case (a) and (b) to guard against and deter theft, diversion, tampering, substitution (with, for example, counterfeits)

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resale or export out of Canada, and to protect and preserve the integrity and efficacy of the Product. Purchaser shall promptly notify Pfizer in writing within 48 hours if at any time Purchaser believes that any of the Product has been stolen, diverted, tampered with, substituted, or otherwise subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Pfizer. The notice shall provide all information relating to the Product diversion, including, but not limited to, detailed information including the date, time, location, number, batch number(s), expiration date, circumstances, and contact person(s) information.

4.7 Recalls.

5. REPRESENTATIONS & WARRANTIES.

5.1 Mutual Representations and Warranties. Pfizer and Purchaser each represents and warrants to each other the following:

(a) Organization and Authority. It has full right, power and authority to enter into this Agreement and to perform its respective obligations under this Agreement, including in the case of Purchaser, that this Agreement falls within the scope of Section 8.5 of the Policy on Decision Making in Limiting Contractor Liability in Crown Procurement Contracts and all necessary authorizations and approvals have been obtained by Purchaser to authorize its performance of all of its obligations contained herein (including the indemnity obligations set out in Section 8.1;

(b) No Conflicts or Violations. The execution and delivery of this Agreement by such Party and the performance of such Party's obligations hereunder (i) do not conflict with or violate any Laws existing as of the Effective Date and applicable to such Party and (ii) do not conflict with, violate, breach or constitute a default under, and are not prohibited or materially restricted by, any contractual obligations of such Party existing as of the Effective Date; and

(c) Valid Execution. Such Party is duly authorized to execute and deliver this Agreement, and the Person executing this Agreement on behalf of such

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Party is duly authorized to execute and bind such Party to the terms set forth herein.

5.2 Warranties of Pfizer.

Pfizer warrants to Purchaser that:

[redacted]

5.3 Anti-Bribery/Anti-Corruption.

The Parties represent and warrant that, beyond the mutual consideration set forth in this Agreement, neither they nor their agents have provided or requested, or will provide or request, any additional incentive or benefit to or from the other Party or its agents to induce either Party to enter this Agreement or perform any part of this Agreement.

Pfizer has not made, and will not make, in the performance of this Agreement directly or indirectly any payment, offer, promise, or authorization of payment of money or anything of value to a Government official, political party, candidate for political office, or any other Person, and has not sought and will not seek improperly or corruptly to influence any Government official, political party, candidate for political office, or any other Person, in order to gain an improper business advantage.

5.4 No Other Warranty.

Except to the extent set out expressly in this Agreement, all conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement (whether by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by Laws. Without prejudice to

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the general nature of the previous sentence, unless this Agreement specifically states otherwise and to the maximum extent permitted by Law, Pfizer expressly disclaims any representations or warranties with respect to the Product, including, but not limited to, any warranties or undertaking as to (a) non-infringement of Intellectual Property rights of a third party, (b) that there is no requirement to obtain a license of third party Intellectual Property rights to enable the use or receipt of the Product, (c) merchantability, or (d) fitness for a particular purpose.

5.5 Purchaser Acknowledgement.

Purchaser acknowledges that the Vaccine and materials related to the Vaccine, and their components and constituent materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic and will continue to be studied after provision of the Vaccine to Purchaser under this Agreement. Purchaser further acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known. Further, to the extent applicable, Purchaser acknowledges that the Product shall not be serialized.

6. TERM; TERMINATION.

6.1 Term of Agreement.

This Agreement shall commence on the Effective Date and shall continue until the later of (a) and (b) unless terminated pursuant to this Section 6 (Term; Termination) or the mutual written agreement of the Parties ("**Term**").

6.2 Termination for Cause.

Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach by the other Party of any term of this Agreement, which breach remains uncured following written notice to such breaching Party of such material breach. Notwithstanding the foregoing, if such material breach, by its nature, cannot be cured, the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

6.3 Mutual Termination Rights.

[redacted]

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6.4

6.5 Effect of Termination.

(a) Upon expiry or termination of this Agreement for any reason:

(i) Purchaser shall pay any sums owed to Pfizer pursuant to this Agreement within of the date of invoice for the same; and

(ii) each Party shall use Commercially Reasonable Efforts to mitigate both (1) the damages that would otherwise be recoverable from the other pursuant to this Agreement, and (2) any costs, fees, expenses or losses that may be incurred by a Party, or for which a Party may be responsible, under this Agreement, by taking appropriate and reasonable actions to reduce or limit the amount of such damages, costs, fees, expenses or losses.

(b) The termination or expiration of this Agreement shall not affect the survival and continuing validity of Sections 4, 5, 6, 7, 8, 9 and 10 or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration.

(c) [redacted]

7. **INTELLECTUAL PROPERTY**.

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Pfizer will be the sole owner of all Intellectual Property it generates during the development, manufacture, and supply of the Product or otherwise related to the Product. Neither Party will gain any rights of ownership to or use of any property or Intellectual Property owned by the other (whether by virtue of this Agreement, by implication or otherwise).

8. INDEMNIFICATION.

8.1 [redacted]

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[redacted]

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8.2 [redacted]

9. **INSURANCE AND LIABILITY.**

9.1 Insurance.

9.2 Limits on Liability.

(a) [redacted]

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(b)

9.3 Excluded Liability.

(a)

(b)

9.4 Conditions Precedent to Supply.

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10. CONFIDENTIAL INFORMATION.

10.1 Non-Use and Non-Disclosure.

Each Recipient shall, and shall cause its Representatives which have access to the Disclosing Party's Confidential Information to, maintain in strict confidence, and shall not disclose to any third party, all Confidential Information observed by or disclosed to it by or on behalf of the Disclosing Party pursuant to this Agreement. Each Recipient shall not use or disclose such Confidential Information except as permitted by this Agreement. Each Recipient shall safeguard the confidential and proprietary nature of the Disclosing Party's Confidential Information with at least the same degree of care as it holds its own confidential or proprietary information of like kind, which shall be no less than a reasonable degree of care. The Recipient and its Representatives may use, copy, and make extracts of the Disclosing Party's Confidential Information only in connection with fulfilling its obligations under this Agreement and, without limiting the foregoing, shall not use the Confidential Information for the benefit of the Recipient or any of its Representatives, or for the benefit of any other Person. In the event that Recipient becomes aware of any breach of the obligations contained in this Section 10 (Confidential Information) by it or its Representatives, Recipient shall promptly notify the Disclosing Party in writing of such breach and all facts known to Recipient regarding same. In addition, if Recipient is required to disclose the Disclosing Party's Confidential Information in connection with any court order, statute or Government directive or requirement under any Law, Recipient shall give the Disclosing Party notice of such request, as soon as practicable, before such Confidential Information is disclosed so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, Recipient shall promptly cooperate with and reasonably assist the Disclosing Party (at the Disclosing Party's cost) in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, Recipient shall disclose only that portion of Confidential Information which its legal counsel determines it is required to disclose. Neither this Agreement nor the performance by either Party hereunder shall transfer to the Recipient any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including, but not limited to, any Intellectual Property rights subsisting therein) or be construed as granting a license in its Confidential Information. [redacted]

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10.2 Recipient Precautions.

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In order to comply with the obligations contained in this Section 10 (Confidential Information), Recipient shall take at least the following precautions: (a) Recipient shall exercise all reasonable efforts to prevent unauthorized employees and unauthorized third parties from gaining access to Confidential Information (and in no event less than reasonable care); (b) Recipient shall disclose Confidential Information only to such of its Representatives who have a need to know such Confidential Information to fulfill its obligations under this Agreement; provided, however, before any disclosure of Confidential Information, Recipient shall bind its Representatives receiving such Confidential Information to a written agreement of confidentiality at least as restrictive as this Agreement; and (c) prior to any disclosure, Recipient shall instruct its Representatives of the confidential nature of, and to maintain the confidentiality of, the Confidential Information. Recipient shall be responsible for all actions of its Representatives, including any breach of the terms hereof, regardless of whether or not such Representatives remain employed or in contractual privity with the Recipient.

10.3 Return of Confidential Information.

Upon the written request of the Disclosing Party, Recipient shall promptly return or, at the Recipient's option, delete or destroy all Confidential Information of the Disclosing Party (including all copies in whatever medium provided to, or made by, such recipient); provided, however, that, subject to the terms of this Agreement, (i) Recipient shall be entitled to retain one archival copy of such Confidential Information for purposes of determining its obligations under this Agreement and to otherwise satisfy requirements of law; and (ii) Recipient shall not be required to destroy any computer files stored securely by the Recipients or its Affiliates that are created during automatic system back up, or retained for legal purposes by the legal division of the Recipient and its Affiliates, provided that such retained Confidential Information shall remain subject to the terms of this Agreement. Notwithstanding Recipient's return or destruction of Confidential Information, Recipient shall continue to be bound by its obligation of confidentiality and non-use under this Agreement.

10.4 Survival.

The provisions of this Section 10 (Confidential Information) shall survive the termination or expiration of the this Agreement for a period of ten (10) years, except with respect to any information that constitutes a trade secret (as defined under Law), in which case the recipient of such information will continue to be bound by its obligations under this Section 10 (Confidential Information) for so long as such information continues to constitute a trade secret, but in no event for a period of less than the ten (10)-year period specified above.

11. NOTICES.

Any notice required to be given hereunder shall be in writing and deemed to have been sufficiently given, (i) when delivered in person, (ii) on the next Business Day after mailing

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by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (iii) when delivered via e-mail, provided the original is delivered via one of the preceding methods on or prior to the fifth (5th) Business Day after transmission of the e-mail, to the addresses specified below. Each notice shall specify the name and date of and parties to this Agreement.

If to Purchaser:

Public Services and Procurement Canada
10 Wellington Street, 5th Floor
Gatineau, Quebec K1A 0S5
Attention: Manager - Drugs, Vaccines, Biologics Procurement Division
Email: brooke.taylor@tpsgc-pwgsc.gc.ca

If to Pfizer:

Pfizer Canada ULC
17, 300 Trans-Canada Highway
Kirkland, Quebec H9J 2M5
Attention: Legal Affairs Division of Pfizer
Fax: 514-426-7599
Email: Fabien Paquette
@pfizer.com

With a copy (which shall not constitute notice) to:

Pfizer Inc.
235 East 42nd Street
New York, NY 10017
Attention: General Counsel
LegalNotice@Pfizer.com

Either Party may, by notice to the other Party, change the addresses and names given above.

12. **MISCELLANEOUS**.

12.1 Negotiations of Dispute.

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12.2 Arbitration.

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, or relating to arbitrability or the scope and application of this Section 12.2 (Arbitration), shall be finally resolved by arbitration. The arbitration shall be administered by ICDR Canada and conducted by three arbitrators, in accordance with its international Arbitration Rules.

[redacted] The seat of the arbitration shall be Toronto, Ontario, Canada and it shall be conducted in the English language.

The arbitration award shall be final and binding on the Parties, and the parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets. For greater certainty, Purchaser acknowledges and agrees that any monetary judgment that may be awarded against it in arbitration is an enforceable judgment pursuant to the *Federal Courts Rules* and the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50, s. 30. Except as may be required by Law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

12.3 Publicity.

A Party shall not use the name, trade name, service marks, trademarks, trade dress or logos of the other Party in publicity releases, advertising or any other publication, without the other Party's prior written consent in each instance.

12.4 Governing Law.

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12.5

12.6 Relationship of the Parties.

The relationship hereby established between Purchaser and Pfizer is solely that of independent contractors. Neither Party has authority to act or make any agreements or representations on behalf of the other Party. This Agreement is not intended to create, and shall not be construed as creating, between Pfizer and Purchaser, the relationship of principal and agent, employer and employee, joint venturers, co-partners, or any other such relationship, the existence of which is expressly denied.

12.7 Assignment; Binding Effect.

Neither Purchaser nor Pfizer shall assign,
any of its rights or delegate or subcontract any of its duties and obligations under this Agreement without the prior written consent of the other Party, which may be withheld at such Party's discretion. Any such attempted assignment of rights or delegation or subcontracting of duties without the prior written consent of the other Party shall be void and ineffective. Any such assignment, delegation or subcontracting consented to by a Party shall not relieve the other Party of its responsibilities and liabilities hereunder and such assigning Party shall remain liable to other Party for the conduct and performance of each permitted assignee, delegate and subcontractor hereunder. This Agreement shall apply to, inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. The Parties agree that this Agreement is not intended by either Party to give any benefits, rights, privileges, actions or remedies to any Person or entity, partnership, firm or corporation as a third party beneficiary or otherwise under any theory of Law.

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s.20(1)(b)

s.20(1)(d)

12.8 Force Majeure.

Neither Party shall be liable for any failure to perform or any delays in performance, and neither Party shall be deemed to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control and not to its acts or omissions,

12.9 Severability.

If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Agreement to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of this Agreement shall not be affected thereby. In such event, the Parties shall in good faith attempt to replace any unenforceable provision of this Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

12.10 Non-Waiver; Remedies.

A waiver by any Party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies specified in this Agreement shall be cumulative and in addition to any other remedies provided at Law or in equity.

12.11 Further Documents.

Each Party hereto agrees to execute such further documents and take such further steps as may be reasonably necessary or desirable to effectuate the purposes of this Agreement.

12.12 Forms.

The Parties recognize that, during the Term, a Purchase Order acknowledgment form or similar routine document (collectively, "**Forms**") may be used to implement or administer provisions of this Agreement. The Parties agree that the terms of this Agreement shall prevail in the event of any conflict between terms of this Agreement and the terms of such Forms, and any additional or different terms

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contained in such Forms shall not apply to this Agreement.

12.13 Headings.

Headings of Sections or other parts of this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or change the meaning of this Agreement.

12.14 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party in accordance with the means set forth in Section 11 (Notices) or by reliable electronic means (with receipt electronically confirmed).

12.15 Electronic Delivery and Storage.

Delivery of a signed Agreement by reliable electronic means, including facsimile or email (with receipt electronically confirmed), shall be an effective method of delivery of the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the Parties to this Agreement.

12.16 Entire Agreement; Amendments.

This Agreement, together with any attachments and amendments, which are hereby incorporated by reference (and as such attachments may be amended, amended and restated or replaced from time to time), constitute the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect to thereto, including the Binding Term Sheet. No modification or alteration of this Agreement shall be binding upon the Parties unless contained in a writing signed by a duly authorized agent for each respective Party and specifically referring hereto or thereto.

12.17 Rule of Construction.

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

12.18 Legal Costs.

Each Party will bear its own legal costs in preparing and concluding this Agreement.

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12.19 Amendment and Restatement.

The Parties acknowledge and agree that this Agreement amends and restates the Original Agreement in its entirety as of the date hereof. All rights and obligations of each of the Parties arising or accruing under the Original Agreement in respect of the period prior to the Effective Date remain in full force and effect. All references to the Original Agreement in any documents shall be deemed to refer to such agreement, as amended and restated by this Agreement.

[*signature on following page*]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

PFIZER CANADA ULC

By: _____

Name: Fabien Paquette

Title: Vaccines Canada Lead

By: _____

Name: Najah Sampson

Title: President, Pfizer Canada

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

Taylor, Brooke Digitally signed by: Taylor, Brooke
DN: CN = Taylor, Brooke C = CA
O = GC OU = PWGSC-TPSGC
Date: 2022.08.04 18:57:11 -04'00'

By: _____

Name: Brooke Taylor

Title: A/Manager

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Attachment A - Specifications
SEE ATTACHED

Pages 133 to / à 136

are withheld pursuant to sections

sont retenues en vertu des articles

20(1)(b), 20(1)(c)

of the Access to Information

de la Loi sur l'accès à l'information

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s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

Attachment B – Delivery Schedule and Price

2020-2021

Original Product

Quarter	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total
Doses		[redacted]				51,001,230
Price per dose in CAD						

Adapted Product (Pediatric Vaccine (ages 5 to <12))*

Quarter	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total
Doses	[redacted]				4,036,000*
Price per dose in CAD					

2022

Total 2022 contracted firm doses + 3,000,000 option doses exercised = 38,000,550

	Q1 2022	Q2 2022	Q3 2022	Q4 2022	Total
TOTAL DOSES					**33,964,550**
12+ yrs formulation Doses					**26,290,550**
5yrs to 11yrs formulation Doses					**2,514,000**
6mos to <5yrs formulation Doses**					**2,160,000**
Optioned doses (exercised as 12+ yrs formulation)					**3,000,000**
Price per dose in CAD				[redacted]	

2023

Quarter	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Total
Doses	[redacted]	[redacted]			29,999,970[1]
Price per dose in CAD		[redacted]	[redacted]		

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Attachment C – Delivery Documentation

Pfizer Manufacturing
Belgium NV
Rijksweg 12
2870 PUURS
BELGIUM

Hyperion Code: 003151
VAT: BE0400778165

PACKING LIST
Page 1 of 1

Invoice No.:
Billing Date:

Sold-To	Shipment No.	Customer Order No.
	Bill of lading, AWB No.	No. Of Packages
	Mode of Transport	Vessel/Flight No.
	Port of Export	Port of Dest. (Vessel, Air Only)
	Containerized (Vessel Only) ☐Yes ☑No	Total Volume
Ship-To	Total Net Weight KG	Total Gross Weight KG
	Incoterms	
	Ship From	
Notify Party -	Shipping Marks	

Packing Level - Packing ID Line Item - Material Number	Quantity in Order Unit	Quantity in Base Unit	Gross Wt.	Net Wt.
BE Covid Softbox Medium (SBM)			30,080 KG	1,059 KG
Length: 400,000 MM	Width: 400,000 MM	Height: 560,000 MM	Volume: 0,092 MT3	

Batch:

Exp Date:

Manuf Date:

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s.20(1)(b)

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Attachment D - Delivery Specification

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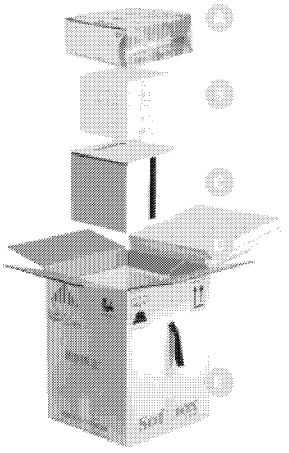
Attachment D – Delivery Specification
Exhibit 1 – Unpacking and Re-icing Thermal Shippers

Important Note: Please read the following ancillary documents included with the shipper before performing the unpacking and/or re-icing procedure:
1. Guidelines for Safe, Storage, Use
2. Handling of Dry Ice and Carbon Dioxide, Dry Ice Safety Data Sheet

CONTENTS AND PACKAGING

There are **two types of thermal shipping containers**: a Softbox thermal shipping container and an AeroSafe thermal shipping container. Their outer appearance is different, but their components are very similar. **Do not discard the original thermal shipping container or any of its components.**

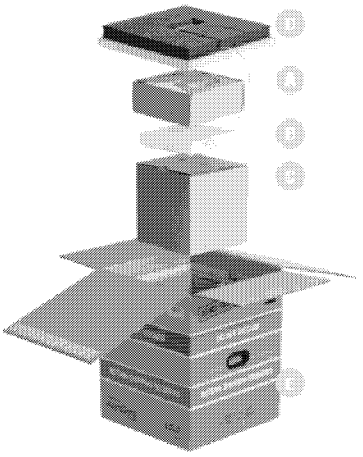
Softbox



Item	Description
1 DRY ICE POD	*Holds the top layer of dry ice.*
2 VIAL TRAYS	*Vial trays look like small pizza boxes and contain multiple-dose vials. Each thermal shipping container will have up to 5 vial trays inside.*
3 BOX THAT HOLDS THE VIAL TRAYS	*Box within the thermal shipping container that includes the vial trays. This box has handles and can be fully removed from the thermal shipping container.*
4 FOAM LID	*Top foam lid that includes an embedded temperature-monitoring device and remains connected to the box.*
5 THERMAL SHIPPING CONTAINER	*Outer box of the thermal shipping container.*

The thermal shipping container you received can weigh up to approximately 36.5 kg (81 lbs) and should be opened on the floor, as it may be heavy. Consult with your Occupational Health Department for guidelines regarding lifting heavy items.

AeroSafe



Item	Description
1 DRY ICE POD	*Holds the top layer of dry ice.*
2 VIAL TRAYS	*Vial trays look like small pizza boxes and contain multiple-dose vials. Each thermal shipping container will have up to 5 vial trays inside.*
3 BOX THAT HOLDS THE VIAL TRAYS	*Box within the thermal shipping container that includes the vial trays. This box can be fully removed from the thermal shipping container.*
4 FOAM LID	*Top foam lid that can be removed from the AeroSafe thermal shipping container. The temperature-monitoring device embedded in the foam lid.*
5 THERMAL SHIPPING CONTAINER	*Outer box of the thermal shipping container.*

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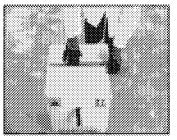
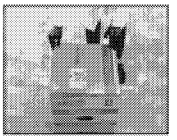
UNPACKING THERMAL SHIPPING CONTAINERS

Step Instructions | **Softbox** | **AeroSafe**

1. For both types of thermal shipping containers, you must first break the seal to open.

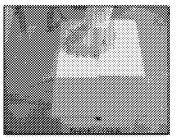




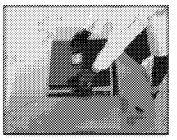
2. When you open the thermal shipping container, **you will see a temperature-monitoring device embedded in the foam lid**. In the Softbox thermal shipping container, this lid will be attached to the thermal shipping container.

   Take caution when opening the Softbox lid, as you'll notice one flap of the thermal shipping container is permanently affixed to the lid. Do not pull this flap. When opening the lid, use the three-finger holes in the foam lid, which will then allow the lid to swing open.

   When opening the AeroSafe foam lid, gently remove the entire lid (with the temperature-monitoring device still attached) and place to the side. Do not remove the temperature-monitoring device from the inner lid or container, because it must be returned with the thermal shipping container after use.



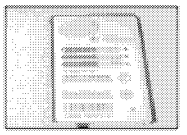
The Softbox thermal shipping container has an attached foam lid, which is permanently affixed to the lid.

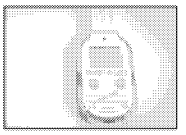


The AeroSafe thermal shipping container has a foam lid that comes completely off.

3. The temperature-monitoring device continuously monitors the temperature during shipment, to ensure the frozen vaccine product has been maintained at the required temperature during transport to vaccination centers.

   Upon receipt, press and hold the stop button for 5 seconds. Sites are responsible for continuing to monitor the product storage temperature using their own monitoring device.





The temperature-monitoring device you receive will be either a Controlant Real-Time Monitor (pictured above to the left) or a Sensitech® Temperature Monitor (pictured above to the right).

Information about temperature monitoring, including devices, can be found at CVDvaccine.ca.

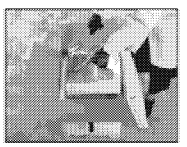
4. Make sure that you are now wearing waterproof insulated gloves and safety glasses with side shields or safety goggles as you prepare to handle layers of the container that have dry ice.

   Beneath the foam lid is the dry ice pod, which holds a layer of dry ice to help maintain the temperature of the multiple-dose vials.

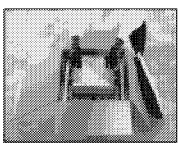
   There will also be dry ice in compartments in the container that surround the box that holds the vial trays.

   If using the thermal shipping container as temporary storage, both of those areas will need to be filled when re-icing.

   Using your waterproof insulated gloves, remove the dry ice pod.



The Softbox thermal shipping container has compartments that allow dry ice to be distributed on all sides of the box. They are only accessible after removing the dry ice pod.



The AeroSafe thermal shipping container has dry ice compartments on the sides that can be accessed with the dry ice pod still in the container.

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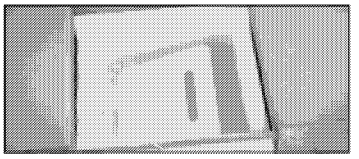
Each vial tray looks like a small pizza box, and contains multiple-dose vials. When diluted, each multiple-dose vial contains 6 doses.

Low dead-volume syringes and/or needles (e.g., low dead-volume luer lock syringes) can be used to extract 6 doses from a single vial. In order to ensure consistent withdrawal of 6 doses of 0.3 mL, it is important to adhere to minimizing volume loss during dose extraction. If standard syringes and needles are used, there may not be sufficient volume to extract a 6th dose from a single vial.

Vial labels and cartons may state that after dilution, a vial contains 5 doses of 0.3 mL. The information on this document and in the Product Monograph regarding the number of doses per vial after dilution supersedes the number of doses stated on the vial labels and cartons.

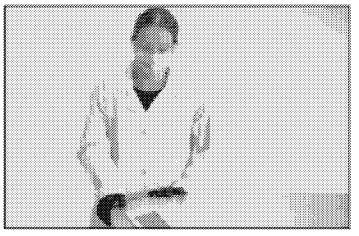
5 You will now see the box that holds the vial trays. Open the box and you will see the vial trays. There will be up to 5 vial trays inside. Remove the box that holds the vial trays from the thermal shipping container in order to access and remove the vial trays.



Remember, do not open the vial trays or remove vials until you are ready for thawing or use. Visit **CVDvaccine.ca** for further information.

6 **After removing the vial trays from the thermal shipping container, you must immediately store the vaccine product, preferably in the ultra-low-temperature freezer at -80°C to -60°C (-112°F to -76°F). Vial trays may also be stored at -25°C to -15°C (-13°F to 5°F) for up to 2 weeks.** Vials stored at - 25°C to -15°C (-13°F to 5°F) for up to 2 weeks may be returned one time to the recommended storage condition of - 80°C to - 60°C (-112°F to - 76°F). Total cumulative time the vials are stored at -25°C to -15°C (-13°F to 5°F) should be tracked and should not exceed 2 weeks.

If an ultra-low-temperature freezer is not available, the thermal shipping container may be used as temporary storage.



Masks were worn due to pandemic.

If using the thermal shipping container as temporary storage, it must be opened, inspected, and replenished with dry ice within 24 hours of receipt.

After replenishing the thermal shipping container, inspected vial trays should be returned inside and the box taped closed. You should ensure to monitor the temperature inside the thermal shipper using your own monitoring device.

For information about specific temperature requirements and ranges to monitor, temporary storage information, and re-icing the thermal shipping container, please go to CVDvaccine.ca.

DISCARDING DRY ICE

After the thermal shipping container is no longer needed, you can discard the dry ice. Take necessary precautions by reviewing the Dry Ice Safety Data Sheet, and consulting with your Occupational Health Department.

To discard, open the thermal shipping container and leave it at room temperature in a **well-ventilated area**. It will sublime from a solid to a gas.

- **DO NOT leave dry ice in an unsecured area.**
- **DO NOT drain or flush in toilet.**
- **DO NOT dispose in the trash.**
- **DO NOT place in a closed area such as an airtight container or walk-in cooler.**

Masks were worn due to pandemic; refer to Dry Ice Safety Data Sheet for dry ice protection.

Issues with the shipment should be immediately communicated to Pfizer Customer Service at 1-833-VAX-COVI (1-833-829-2684).

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THERMAL SHIPPING CONTAINER TEMPORARY STORAGE RE-ICING INSTRUCTIONS

Follow the instructions and requirements outlined in this booklet when using the thermal shipping container for temporary storage of Pfizer-BioNTech COVID-19 Vaccine. The thermal shipping container may be used as temporary storage for up to 30 days from delivery.

Note: Please read the following ancillary documents included with the thermal shipping container befo unpacking and/or re-icing the thermal shipping container:

1. Dry Ice Safety Data Sheet
2. Dry Ice Safe Handling Guidelines

Also available by visiting **CVDvaccine.ca**.

IMPORTANT INFORMATION

- **2 types of thermal shipping containers:** You will receive either a Softbox thermal shipping container or an AeroSafe thermal shipping container. Their outer appearance is different, but their components are very similar
- **24 hours:** The thermal shipping container is qualified with a minimum of 20 kg (44 lbs) of dry ice pellets (10 mm to 16 mm pellets). If you are using the thermal shipping container as temporary storage, **the container must be opened, inspected, and replenished with dry ice within 24 hours of receipt**
- Sites are responsible for monitoring product storage temperature in accordance with local requirements
- For the thermal shipping container to maintain the ultra-low temperatures required, it is recommended that the thermal shipping container itself be stored at 15°C to 30°C (32°F to 86°F)
- **To help maintain the level of dry ice and the temperature of the vaccine product:**
  - **2x/Day:** It is recommended that the thermal shipping container not be opened more than 2 times a day
  - **3 Minutes:** The thermal shipping container should not be opened more than 3 minutes at a time
  - **5 Days:** The thermal shipping container should be re-iced every 5 days
- If more frequent openings are necessary, more frequent dry ice replenishment will be required. Ensure that the thermal shipping container is re-iced at the end of business on days when the vaccination site will be closed the following day, such as weekends or holidays
- **After use, the thermal shipping container, including the temperature-monitoring device, must be returned to the supplier to help Pfizer fulfill its commitment to reusable resources**

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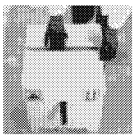
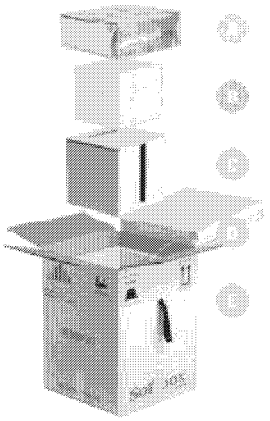
SOFTBOX THERMAL SHIPPING CONTAINER RE-ICING INSTRUCTIONS

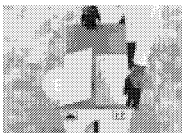
1. Before opening the thermal shipping container, make sure the area in which you are working has proper ventilation. Use of dry ice in confined spaces, such as small rooms, walk-in coolers, and/or poorly ventilated areas, can result in depletion of oxygen, resulting in asphyxiation.



2. Below is an overview of the components within the thermal shipping container for re-icing activities.

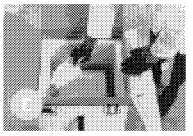
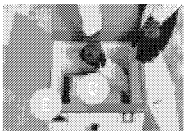


3. In a well-ventilated area, open the thermal shipping container by cutting the tape on the outside of the box. Lift the foam lid using the three finger holes.

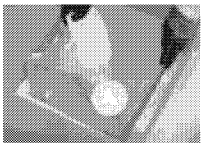



4. The dry ice pod is visible. While wearing waterproof insulated gloves, lift out the dry ice pod.


5. Fill any low areas in the side compartments of the thermal shipping container with dry ice pellets until completely filled, so that it is equal with but does not exceed the top edges of the box that holds the vial trays.

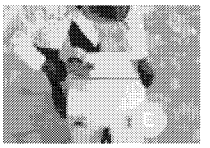



6. Reinsert the dry ice pod on top of the box that holds the vial trays. Then fill the dry ice pod to the top with dry ice (do not overfill).

7. Close the dry ice pod, ensuring that it is flush with the top edge of the thermal shipping container to maintain the required temperatures.


8. Close the foam lid and the thermal shipping container and reseal with tape. To maintain required temperature, it is critical that the container lid is flush and properly taped shut. Store in a well-ventilated location.

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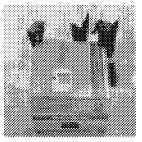
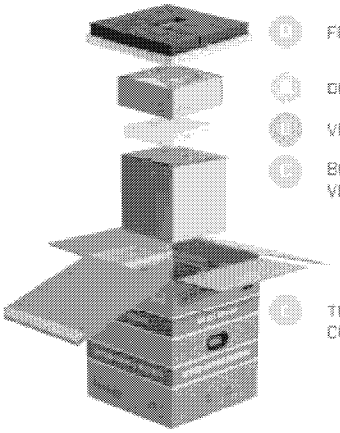
AEROSAFE THERMAL SHIPPING CONTAINER RE-ICING INSTRUCTIONS

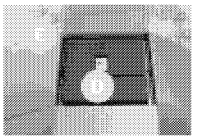
1. Before opening the thermal shipping container, make sure the area in which you are working has proper ventilation. Use of dry ice in confined spaces, such as small rooms, walk-in coolers, and/or poorly ventilated areas, can result in depletion of oxygen, resulting in asphyxiation.

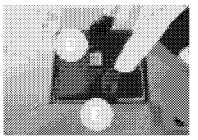


2. Below is an overview of the components within the thermal shipping container for re-icing activities.

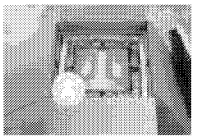


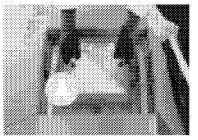
3. In a well-ventilated area, open the thermal shipping container by cutting the tape on the outside. Lift and remove the foam lid.



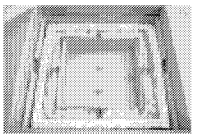


4. The dry ice pod is visible. While wearing waterproof insulated gloves, lift out the dry ice pod.

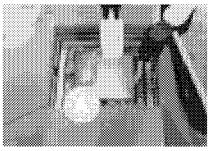


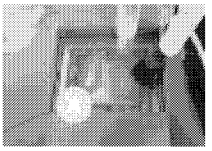


5. Fill any low areas in the side compartments of the thermal shipping container with dry ice pellets until completely filled, so that it is equal with but does not exceed the top edges of the side compartments.



6. Reinsert the dry ice pod on top of the box that holds the vial tray. Then fill the dry ice pod to the top with dry ice (do not overfill).





7. Add the foam lid back on top of the dry ice pod, ensuring that it is flush with the top edge of the thermal shipping container to maintain the required temperatures.

8. Fold the outer flaps and reseal the thermal shipping container with tape. To maintain required temperatures, it is critical that the container lid is flush and properly taped shut.

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is withheld pursuant to sections

est retenue en vertu des articles

20(1)(b), 20(1)(d)

of the Access to Information

de la Loi sur l'accès à l'information

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Attachment E – Labelling and Packaging Specifications

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Attachment F – Return and Disposal of Product Materials

A. Return

"**Logistics Delivery Equipment**" refers to the long-distance thermal shipping container ("**Thermal Shipper**") used for shipping and the temperature data logger/monitoring device attached to such Thermal Shipper.

Once dry ice is no longer needed, open the **Logistics Delivery Equipment** and leave it at room temperature in a well-ventilated area. The dry ice will readily sublime from a solid to a gas. DO NOT leave dry ice unattended.

Store the empty **Logistics Delivery Equipment** until return in an appropriate clean and secure location to protect and maintain the functionality of the equipment (e.g., do not store outside under uncontrolled conditions, exposed to weather, exposed to pests, etc.).

Return of the **Logistics Delivery Equipment** to be undertaken within 35 days following delivery of the Product to the Purchaser's recipient. Instructions and logistics for return will be provided on the interior of the Thermal Shipper and will also be available on Pfizer's website. In the event that either: (a) the **Logistics Delivery Equipment** (or any part thereof), is not (i) delivered to the return carrier within 35 days following delivery of the Product or (ii) received by Pfizer within five (5) days following the date of Purchaser's return shipment; or (b) the **Logistics Delivery Equipment** (or any part thereof), is damaged in any way (determined in Pfizer's sole discretion), Pfizer shall be entitled to charge Purchaser $450 (exclusive of VAT) per Thermal Shipper and temperature data logger/monitoring device at its sole discretion which Purchaser shall pay within 30 days of the date of any invoice for such amount(s). Purchaser acknowledges that such amount represents a reasonable pre-estimate of replacement cost such Logistics Delivery Equipment as a result of Purchaser's default, act or omission.

Pfizer will provide Purchaser with monthly reporting on the return of Logistics Delivery Equipment and will identify any potential issues or concerns. If issues arise regarding the return of Logistics Delivery Equipment, Pfizer will provide notice to Purchaser prior to charging Purchaser for such damaged or late Logistics Delivery Equipment. Purchaser will not be responsible, and Pfizer will not charge Purchaser, for any damages that have been caused, by Pfizer's contracted return carrier.

B. Disposal

"**Primary Container Units**" refers to the vials that contain the Product.

Destruction of the **Primary Container Units** that have been opened or are unused must take place at a facility appropriately licensed to handle and destroy pharmaceutical waste, medical waste, and/or hazardous waste, and destruction must be by means of grinding or incineration.

"**Secondary Cartons**" refers to the immediate boxes that contain the vials of Product.

Secondary Cartons must be defaced and destroyed in accordance with local clinical dosing facility waste management services, and **Secondary Cartons** may not be disposed of in routine household waste collection or recycling centers.

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Delivery Order
Bon de livraison

Attachment G – Form of Purchase Order

s.19(1)

To: - A:		Order No. - No. de la commande
PFIZER CANADA ULC PharmaCustomerServiceDept@pfizer.com @pfizer.com		**- 001 -** client reference : 45xxxxxxxxx
		Order Date - Date de la commande **Oct xx 2020 (tbc)**
		Date Required - Demande pour le **as per contract**

Item No. No. de l'article	Item Description Description de l'article	Quantity Quantité	Price Prix
1 **Special Instructions/ Delivery Hours**	**Covid 19 Vaccine doses per Oct xx 2020 Supply agreement**	20 million doses	Firm dose price as set out in the manufacturing and supply agreement between PFIZER CANADA ULC and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA dated October XX, 2020.

Delivery Address - Adresse de livraison	Invoicing Address - Adresse de facturation
TBC	Public Health Agency of Canada P2P Invoices 200 Eglantine Drive, 18th Floor Rm 1855C Jeanne Mance Building Ottawa, Ontario K1A 0K9 Email: Hc.p2p.east.invoices-factures.est.sc@canada.ca

Special Instructions - Instructions spéciales	Approved for the Minister - Approuvé pour le Ministre
In due course, purchase orders for specific quantities for specific locations in relations to the Agreement will be sent to Pfizer Canada. The timing and process is to be aligned between the parties. The order number must appear on invoices, billing lists, packing lists, correspondence and outside containers. Please note additional instructions attached if applicable. Veuillez consulter les instructions supplémentaires s'il ya lieu.	

Canada