



FAME



FILIPINO ASSOCIATION FOR MARINERS' EMPLOYMENT, INC.

FAME ADVISORY NO. 004-21

To : **ALL FAME MEMBERS**

From : The Secretariat

Subject : **UPDATE – NEW SCHEDULE OF COVID-19 VACCINE BRIEFING WITH NOVAVAX, INC.**

Date : 08 February 2021

In reference to FAME Advisory No. 002-21 issued on 25 January 2021, we are pleased to update the members of the new schedule of the **COVID-19 VACCINE BRIEFING WITH NOVAVAX, INC. by Faberco Life Science Inc. (FLSI)**, which is now set on **February 11, 2021 at 1:00 PM via Zoom.**

For interested members, please see the details below on how to register for your reference. Deadline of registration is on February 10, 2021. All questions about the procurement process, pricing, payment details, and other information will be discussed during the said briefing.

For your questions/concerns, please contact directly **Coleen Pabua** (09154996570) coleenangelicap.pce@gmail.com and **Jill Jamillan** (09276686099) jillie.pce@gmail.com.

This is for your information and guidance.

Thank you.


MA. DAPHNIE V. VARGAS
Executive Secretary

----- Forwarded message -----

From: **Office of Presidential Adviser For Entrepreneurship** <opae.gov@gmail.com>

Thank you for showing interest in **A DOSE OF HOPE - COVID-19 VACCINE BRIEFING WITH NOVAVAX, INC. by Faberco Life Science Inc. (FLSI)**. In line with this, we would like to inform you that the **new briefing date is on February 11, 2021 THURSDAY at 1:00 PM** via Zoom.

1. For pre-registration, you may send 1-2 representatives per company. Please provide the following information:

- Name
- Designation

46 YEARS OF WORKING TOGETHER WITH INDUSTRY FOR EXCELLENCE

12th Floor, MARC 2000 Tower, 1973 Taft Ave., cor. San Andres Street, Malate Manila, 1004 Philippines

Tel. Nos. 8524-7337 / 8524-9892 Fax No. 8527-9794

Email: fame@fame.org.ph

Website: www.fame.org.ph



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FILIPINO ASSOCIATION FOR MARINERS' EMPLOYMENT, INC.

- Company
- Mobile Number
- Email Address
- Initial Number of Vaccine Doses

Note: Please disregard if the information has been provided.

2. A signed confidentiality agreement attached in this email is **REQUIRED** prior to attending the briefing, as it contains detailed information and terms to be made available. Information shared by our hosts, presenters, and participants may be sensitive in nature and should remain purely a part of this meeting. *Recording, taking photographs or screenshots of the briefing and its contents is **HIGHLY DISCOURAGED** under any circumstances.*

3. You may use the zoom link below for this briefing:

Topic: A DOSE OF HOPE: NOVAVAX VACCINE BRIEFING

Time: Feb 11, 2021 01:00 PM Asia/Manila

Join Zoom Meeting

<https://us02web.zoom.us/j/86719575677>

Meeting ID: 867 1957 5677

Note: Kindly make sure your **ZOOM NAME** is in the format " **COMPANY NAME - FULL NAME** " for us to easily identify and admit your account in the room.

We will **ONLY** accept participants with this zoom name format.

4. Please prepare your questions, and it will be answered after the presentation.

Thank you and looking forward to your participation!

Kind regards,
OPAE SECRETARIAT

JILL JAMILAN

Project Associate

ASEAN Business Advisory Council Philippines (ABAC PH)

Philippine Center for Entrepreneurship (Go Negosyo)

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Tel. Nos. 8524-7337 / 8524-9892 Fax No. 8527-9794

Email: fame@fame.org.ph

Website: www.fame.org.ph

This Agreement is made on January _____, 2021 **between:**

(1) **YYY** (Organization or Business Unit's authorized representative); and

(2) **FABERCO LIFE SCIENCES, INC.**, a company incorporated in the Philippines with its registered address a Unit 302, BMG Centre, St. Antonio St., Paseo de Magallanes, Makati, Metro Manila, Philippines ("**Company**").

Whereas each Party and/or its Affiliates (as defined below) will be revealing, disclosing or making available Information (as defined below) to the other Party in connection with the purpose set out in **item 1 of the Schedule** (the "**Purpose**").

It is agreed as follows:

1. In this Agreement, unless the context otherwise requires, the following words shall have the respective meanings set out hereunder:

"**Affiliate**" means any person:

(i) that is, directly or indirectly, controlled by a Party; or

(ii) that, directly or indirectly, controls a Party; or

(iii) that is, directly or indirectly, controlled by a person that also, directly or indirectly, controls a Party;

"**Disclosing Party**" means the Party revealing, disclosing or making available the Information;

"**Information**" means the specific information listed in **item 2 of the Schedule** and any other information (whether orally or in writing or in any other form of media, and whether furnished before or after the date hereof) and documents directly related to such specific information, but does not include information that is or becomes: (i) generally available to the public otherwise than as a result of a disclosure of such information by Recipient or its Representatives; or (ii) available to Recipient on a non-confidential basis from a person other than Disclosing Party or any of the Affiliates and which person is not otherwise bound by an obligation of confidentiality to any other person with respect to such information;

"**Parties**" means YYY and Company;

"**Recipient**" means the Party receiving the Information, and

"**Representative**" means any director, officer, employee, consultant or professional advisor of a Party who has or is likely to have access to the Information, and/or such other persons as the Parties may from time to time mutually agree.

2. In consideration of each Party and/or any Affiliate thereof revealing, disclosing or making available the Information to the other Party from time to time, each Party hereby unconditionally and irrevocably undertakes with the other Party and acknowledges and agrees that:

2.1 Recipient will not (and will procure that the Representatives will not) directly or indirectly now or at any time hereafter use or permit or cause to be used any of the Information for any purpose other than utilizing the Information for and in relation to the Purpose;

2.2 Recipient will (and will procure that the Representatives will) permanently keep the Information in strict confidence and will not (directly or indirectly) at any time now or hereafter, without the prior written consent of Disclosing Party, disclose, copy, reproduce, distribute or supply to any third party any Information, and shall not cause or permit to be done any of the foregoing acts, Provided that such information may be disclosed as contemplated by Clause 3 and Clause 4 below;

2.3 Immediately upon written demand by Disclosing Party, Recipient shall destroy all Information in whatever form (including all copies thereof and summaries, analyses, compilations, studies, reports, notes and other documents or materials derived therefrom (whether supplied to or made by Recipient or on its behalf)) in its possession or in the possession of any of the Representatives; provided, that Recipient and its Representatives may retain any Information as may be required by law or contained or referred to in board minutes or in documents referred to therein. Recipient shall deliver a certificate of destruction signed by an authorized representative of Recipient reasonably promptly after the Information is destroyed. Such return or destruction of Information, however, does not affect the continuing obligations of Recipient under this Agreement;

2.4 None of the Disclosing Party, the Affiliates and their respective employees make any express or implied warranty or representation as to any Information or as to its accuracy, completeness, fairness or otherwise and none of Disclosing Party, the Affiliates and their respective employees shall have any liability whatsoever and howsoever arising in connection with the Information and/or the supply and/or disclosure thereof and the use or reliance thereof by Recipient or any of the Representatives; and

2.5 The Information does not and will not constitute or form part of any offer to enter into any agreement nor shall such Information form the basis of, or be relied on in any connection with, any agreement.

3. Recipient may disclose Information to the Representatives to the extent that such person(s) need to know the information for and in relation to the Purpose, provided that prior to such disclosure to the Representatives, Recipient shall obtain an undertaking of confidentiality comparable in scope and duration to that set out in this Agreement. Recipient shall be responsible for ensuring that all persons to whom the Information is disclosed or made available under this Agreement shall keep such information confidential and observe and comply with the obligations of Recipient under this Agreement as if they were parties hereto. Recipient shall be responsible for any breach of the terms of this Agreement arising from or in connection with any act or omission of any of the Representatives or any other person to whom the Information is disclosed.

4. If any disclosure of any Information by Recipient is required by law or court order or by any regulation, rule or any governmental or quasi-governmental authority or its equivalent, Recipient may disclose such Information; Provided, that Recipient agrees to provide Disclosing Party with prompt written notice of such request or requirement and will provide reasonable cooperation if Disclosing Party notifies Recipient in writing that it wishes to resist or limit such disclosure by appropriate legal means.

5. The provisions of this Agreement are intended to impose immediately binding legal obligations on Recipient. Recipient further acknowledges that any breach of the provisions of this Agreement would result in serious damage being sustained by Disclosing Party and/or the Affiliates and that it would be impossible to measure in money the damages which would accrue by reason of any such breach, and Recipient hereby unconditionally agrees to waive any rights it may have to oppose the granting of any equitable relief (including restraining orders and injunctive relief) sought by Disclosing Party and/or any of the Affiliates in relation to any suspected, threatened or actual breach of the provisions of this Agreement by Recipient.

6. If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

7. No remedy conferred on Disclosing Party and/or any of the Affiliates by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by Disclosing Party and/or any of the Affiliates shall not constitute a waiver by Disclosing Party or such Affiliate(s) of the right to pursue any other available remedies.

8. No exercise or failure to exercise or delay in exercising any right, power or remedy of Disclosing Party and/or any of the Affiliates under or pursuant to this Agreement shall constitute a waiver by Disclosing Party or such Affiliate(s) of that or any other right, power or remedy.

9. Any notice or other communication given pursuant to or in connection with this Agreement shall be in writing in English and shall be sufficiently given if sent by post or delivered by hand or by facsimile transmission and in any event addressed to the Party to which such notice is given at the address or facsimile number of such Party set out under its name in **item 3 of the Schedule**, or in the event of either Party giving notice in writing to the other Party of any change of such address or facsimile number, at such other address or facsimile number. Any notice dispatched in conformity with this Clause shall be deemed to have been effected in three days in the case of post or upon delivery in the case of hand delivery or facsimile transmission, as the case may be.

10. This Agreement shall be governed by and construed in accordance with the laws specified in **item 4 of the Schedule** and the Parties hereby submit to the non-exclusive jurisdiction of the courts specified in **item 5 of the Schedule**.

11. Recipient agrees that the undertakings and obligations of Recipient in this Agreement are for the benefit of Disclosing Party and the Affiliates, and hence, Disclosing Party and/or any of the Affiliates shall be entitled to enforce the terms of this Agreement. Save as foresaid, a person who is not a party to this Agreement has no right to enforce any term of this Agreement.

12. COPYRIGHT. Parties may not post, modify, distribute, or reproduce in any way the video teleconference or any copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights.

In witness whereof the Parties have entered into this Agreement on the date first above written.

SIGNED for and on behalf of

SIGNED for and on behalf of

YYY

FABERCO LIFE SCIENCES INC.

by: _____

by: _____

Name:

Name: Vinay Panemanglor

Title:

Title: Chairman

THE SCHEDULE

Clause	Item		
Recitals	1	Purpose	COVOVAX™ Vaccine Allocation and Procurement Plan
1.	2	Specific Information	<p>The existence of discussions between the Parties in connection with or arising from the Purpose.</p> <p>[Any and all information relating to the business, affairs, services, products, operations, work systems, financial condition, employees, customers, business partners, trade secrets, know-how, business prospects, any business arrangement, contract or transaction with any person or investment opportunities of Disclosing Party and/or any of the Affiliates or any potential investment target of Disclosing Party and/or any of the Affiliates, in whatever form or medium disclosed by Disclosing Party and/or any such Affiliate pursuant to and in connection with discussions with respect to the Purpose.]</p>
9.	3	Address / Facsimile Number	<p><u>YYY</u></p> <p>Address</p> <p><u>Company</u> Faberco Life Sciences Inc. Unit 302, BMG Centre, St. Antonio St., Paseo de Magallanes, Makati, Metro Manila, Philippines</p>
10.	4	Governing Law	Philippines
10.	5	Jurisdiction	Philippines

Kindly RSVP on or before January 23 (12nn).

NAME OF BUS. ORG.	NAME OF COMPANY	INDICATIVE NO. OF VACCINE ORDER (DOSE)	NAME OF MEETING ATTENDEE	DESIGNATION	MOBILE NO.	EMAIL ADDRESS	ALTERNATE COMPANY FOCAL	ALT FOCAL CONTACT
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