



**FAME**



**FILIPINO ASSOCIATION FOR MARINERS' EMPLOYMENT, INC.**

**FAME ADVISORY NO. 005-21**

To : **ALL FAME MEMBERS**

From : The Secretariat

Subject : **REMINDER (A DOSE OF HOPE) NOVAVAX VACCINE REQUIREMENTS**

Date : 23 February 2021

Further to FAME Advisory No. 004-21 issued on 08 February 2021, we are pleased to forward to you below **update/reminder from Go Negosyo on the Novavax Vaccine Requirements** as per briefing held last 11 February 2021.

For members who are still interested to participate in this project, you may access the NOVAVAX BRIEFING last February 11, 2021 through Facebook: <http://bit.ly/NOVAVAXBRIEFING>

**Please see below requirements and deadline of submission.**

For your questions/concerns, please contact Unilab Customer Care thru email address: [info@unilab.com.ph](mailto:info@unilab.com.ph) or get in touch with any GoNegosyo focal person Coleen Pabua (09154996570) [coleenangelicap.pce@gmail.com](mailto:coleenangelicap.pce@gmail.com) and Jill Jamillan (09276686099) [jillie.pce@gmail.com](mailto:jillie.pce@gmail.com).

Please be guided accordingly.

Thank you.

  
**MA. DAPHNIE V. VARGAS**  
Executive Secretary

**46 YEARS OF WORKING TOGETHER WITH INDUSTRY FOR EXCELLENCE**

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FAME



## FILIPINO ASSOCIATION FOR MARINERS'EMPLOYMENT, INC.

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

From: **Coleen Angelica Pabua** <[coleenangelicap.pce@gmail.com](mailto:coleenangelicap.pce@gmail.com)>

Greetings of hope!

Thank you for your interest on Covovax™ for your employees & their dependents.

### A. ABOUT NOVAVAX - COVOVAX™

Covovax™ is a CoVID-19 vaccine developed by Novavax, Inc, a company based in Maryland, USA and one of the research companies supported by the American government under Operation Warp Speed. Novavax entered into a licensure agreement with Serum Institute of India (SII) for the manufacture & distribution of Covovax™ in low to middle-income countries, like the Philippines. SII appointed Faberco Life Science to be its exclusive representative in the Philippines, who in turn, appointed Unilab as its authorized partner to enable employees in the private sector to have access to Covovax™, within the terms & conditions that will be set forth by the Philippine government.

Covovax™ is a recombinant subunit vaccine with an adjuvant to enhance the body's immune response. It is recommended to be administered in **2 doses** of 0.5ml, **21 days apart**. Based on clinical study protocol, Covovax™ is indicated for 18-84 year old. This may change, depending on what will be approved by the authorities. The recommended transport & storage temperature for Covovax™ is at +2°C to +8°C. The interim result of the UK Phase 3 clinical trial showed that Covovax™ has an overall efficacy of 89.3%. It has a 95.6% efficacy against the original strain and has a 85.6% efficacy against the UK strain.

You may access the **NOVAVAX BRIEFING** last February 11, 2021 through Facebook: <http://bit.ly/NOVAVAXBRIEFING>

### B. TIMELINE & REQUIREMENTS

1. **NON-DISCLOSURE AGREEMENT (NDA) & INDICATIVE NO. OF DOSES** - Deadline of submission is on **February 20, 2021 (Saturday) at 12NN**. Kindly submit to [opae.gov@gmail.com](mailto:opae.gov@gmail.com).

\*Attached is Unilab's Non-Disclosure Agreement. Please note that the **minimum order quantity is 200 doses** and that the **estimated delivery schedule is beginning July 2021**, subject to EUA approval and government regulations.

2. **TERM SHEET** - Once SIGNED NDA is submitted, UNILAB will send this document through the email address you provided. Deadline of submission is on **February 26, 2020 (Friday) at 5PM**.

3. **PURCHASE AGREEMENT WITH FINAL NO. OF DOSES** - UNILAB will send this document once Emergency Use Authorization (EUA) of NOVAVAX COVOVAX™ is approved.

**For general inquiries and concerns about NOVAVAX COVOVAX™, you may contact Unilab Customer Care email address: [info@unilab.com.ph](mailto:info@unilab.com.ph) or get in touch with any GoNegosyo focal person.**

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**Coleen Angelica I. Pabua**

**Project Associate**

**Philippine Center for Entrepreneurship (Go Negosyo)**

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## 46 YEARS OF WORKING TOGETHER WITH INDUSTRY FOR EXCELLENCE

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## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, dated \_\_\_\_\_, made and entered into in Mandaluyong City, Philippines, by and between:

**UNILAB, INC.**, a corporation organized and existing under Philippine laws, with principal office at No. 66 United Street, Mandaluyong City, Metro Manila, Philippines ("**Disclosing Party**");

- and -

\_\_\_\_\_, a corporation organized and existing under Philippine laws, with registered address at \_\_\_\_\_ ("**Receiving Party**");

(Each a "Party", and together the "Parties")

WITNESSETH: That --

WHEREAS, \_\_\_ and UNILAB wish to explore the possibility of a partnership with respect to procuring Covid-19 Vaccine, currently branded as COVOVAX™ developed by Novavax, Inc. and manufactured by Serum Institute of India ("SII") (the "Product").

WHEREAS, in the process of negotiating the terms and conditions of the relationship, the Unilab will divulge confidential information to \_\_\_\_\_;

NOW, THEREFORE, the Parties have agreed as follows:

### **1.0 Purpose**

The Disclosing Party shall disclose Confidential Information (as defined below) to the Receiving Party for the purpose of enabling the Parties to evaluate the desirability of entering into an agreement with respect to the Product.

### **2.0 Definition**

As used in this Agreement, "Confidential Information" means any and all information disclosed by the Disclosing Party to the Receiving Party which is either identified as confidential by the Disclosing Party at the time of disclosure, or of a nature which should reasonably be regarded by the Receiving Party as confidential under the circumstances surrounding the disclosure, and specifically includes, without limitation, information or

data relating to the Offer Sheet, the Product, operations, processes, plans, intentions, product information, whether in writing, orally, in electronic form or by any other means, to the Receiving Party by the Disclosing Party or by its officers, employees or agents, whether before or after the date of this Agreement.

### **3.0 Obligations of the Receiving Party**

The Receiving Party shall:

(a) use the Confidential Information for no other purpose than those provided in Paragraph 1 hereof, unless use for other purposes is expressly allowed in writing by the Disclosing Party;

(b) maintain the Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which it applies to its own confidential information, which it hereby warrants as providing adequate protection against unauthorized disclosure, copying or use;

(c) ensure that disclosure of such Confidential Information is restricted to those persons having need to know the same for purposes of performing its obligations under this Agreement;

(d) upon request of the Disclosing Party, require its officers, employee and agents who will have access to the Confidential Information to sign a Deed of Confidentiality in the form acceptable to the Disclosing Party; and

(e) not to make copies or reproductions of documents or electronic files containing the Confidential Information except to the extent reasonably necessary for the purpose stated in Paragraph 1 hereof. All copies made shall be the property of the Disclosing Party and, together with the originals, returned to the Disclosing Party not later than ten (10) days from receipt of written request from the Disclosing Party together with a certification stating that: (i) all use of the Confidential Information has been discontinued; (ii) all copies of documents and electronic files containing the Confidential Information have been returned to the Disclosing Party or otherwise disposed of in accordance with the instructions of the Disclosing Party; and (iii) that the Receiving Party did not retain any copies, extracts or other reproductions of such materials, except such copy as may be required by law in the Philippines.

### **4.0 Proprietary Nature of Confidential Information**

The Receiving Party agrees that no right or license is granted to it in relation to any Confidential Information other than as expressly set forth in this Agreement. The Receiving Party acknowledges that the Confidential Information is proprietary in nature and that the protection of such information is of the highest importance. It further acknowledges that a breach of its obligations under this Agreement will cause irreparable harm to the Disclosing

Party, for which reason the Disclosing Party shall be entitled to injunctive relief in addition to other remedies allowed by law.

**5.0** Neither party shall be under any obligation or commitment to enter into discussions or any further agreement merely by reason of the execution of this Agreement or the disclosure, evaluation or inspection of Information. For the avoidance of doubt, both parties agree that this Agreement does not prevent either party from entering into similar discussions, negotiations or arrangements with third parties subject always to the confidentiality obligations undertaken in this Agreement.

## **6.0 Governing Law**

The interpretation and implementation of this Agreement shall be governed by the laws of the Philippines.

## **7.0 Effectivity**

This Agreement shall commence upon signing and shall survive for a period of three (3) years from the termination or completion of the negotiations on the agreement mentioned in Paragraph 1.

IN TESTIMONY WHEREOF, the parties have signed this Agreement on the dates written below.

**UNILAB, INC.**  
**Disclosing Party**

\_\_\_\_\_  
**Receiving Party**

By:

By:

Manuel L. Montinola