



FAME



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

**FAME ADVISORY NO. 006-21**

To : **ALL FAME MEMBERS**  
From : The Secretariat  
Subject : **2<sup>ND</sup> BATCH – EXTENSION OF NOVAVAX VACCINE ORDERS**  
Date : 01 March 2021

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We are pleased to inform you that Go Negosyo has extended orders for Novavax Vaccines thus they are now accommodating orders for Batch 2 of Novavax Vaccines. Please see below Advisory from Go Negosyo for your information and guidance.

**For interested members, please see the details below on how to register. Please register and submit all the requirements directly to Go Negosyo thru these email addresses [opae.gov@gmail.com](mailto:opae.gov@gmail.com) and [coleenangelicap.pce@gmail.com](mailto:coleenangelicap.pce@gmail.com).**

This is for your information and guidance.

Thank you.

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

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From: **Office of Presidential Adviser For Entrepreneurship** <[opae.gov@gmail.com](mailto:opae.gov@gmail.com)>  
Subject: EXTENSION OF NOVAVAX VACCINE ORDERS

Good day,

**WE ARE ACCOMMODATING ORDERS FOR BATCH 2!**

If you are interested in purchasing Covovax™ by UNILAB and Faberco Life Sciences, Inc. (FLSI), please see the requirements mentioned below:

**I. OFFER SHEET & INDICATIVE NO. OF DOSES**

**-Attached in this email is the Offer Sheet, once okay submit it back to us in the same email thread.**

**We have a minimum order of 200 doses (100 pax).**

**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](mailto:fame@fame.org.ph)

Website: [www.fame.org.ph](http://www.fame.org.ph)



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## FILIPINO ASSOCIATION FOR MARINERS' EMPLOYMENT, INC.

### Notes:

- Please rename the signed Offer Sheet with the name of your company.
- *The attached Offer Sheet is our standard Offer Sheet for this initiative, written in the context of the pandemic and an Emergency Use Authorization (EUA). Should you have concerns, please specify your proposed revisions and it can be considered for later supply. Meantime, we will need to prioritize those who are ready to sign.*

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

- II. **TERM SHEET** - Once Offer Sheet is submitted back to Go Negosyo, UNILAB will send this document through the email address you provided, **please indicate in the Term Sheet the final number of doses you would like to order. Deadline of submission is one week after you have received your term sheet.**
- III. **PURCHASE AGREEMENT** - 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 get in touch with any GoNegosyo focal person.**

Regards,

### **Office of the Presidential Adviser for Entrepreneurship**

8/F RFM Corporate Center, Sheridan cor. Pioneer Sts.  
Mandaluyong City, Philippines  
8631 5024 | 09189656333

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[IMPORTANT NOTICE]

Good day,

### **WE ARE ACCOMMODATING ORDERS FOR BATCH 2!**

**“We would like to advise everybody that our request from Faberco and UNILAB to further extend the deadline has been granted. We would like to express this gratitude for this kind gesture in accommodating this request especially for our MSMEs who need it the most.” - PA Joey Concepcion**

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## FILIPINO ASSOCIATION FOR MARINERS' EMPLOYMENT, INC.

If you are interested in purchasing Covovax™ by UNILAB and Faberco Life Sciences, Inc. (FLSI), please send us the requirements mentioned below:

### NON-DISCLOSURE AGREEMENT (NDA) & INDICATIVE NO. OF DOSES

-Attached in this email is the Non-Disclosure Agreement, please complete all the details and submit it back to us **in the same email thread**. If you can also include the number of indicative orders, that would be appreciated.

#### Notes:

Please rename the signed NDA file with the name of your company.

Please ensure that your initial orders are in multiples of 10 as each vial contains 10 doses.

Please indicate the indicative no. of doses **as a reply** to the email.

**IF YOU HAVE ALREADY SUBMITTED YOUR NDA, PLEASE DISREGARD THIS EMAIL.**

**TERM SHEET** - Once SIGNED NDA is submitted, UNILAB will send this document through the email address you provided. **Deadline of submission is one week after you have received your term sheet.**

**IF YOU HAVE ALREADY RECEIVED YOUR TERM SHEET, PLEASE DISREGARD THIS EMAIL.**

**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.**

Regards,

#### ***Office of the Presidential Adviser for Entrepreneurship***

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Mandaluyong City, Philippines

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Email: [fame@fame.org.ph](mailto:fame@fame.org.ph)

Website: [www.fame.org.ph](http://www.fame.org.ph)

To: \_\_\_\_\_

### OFFER SHEET

A. Product: Covid-19 Vaccine, currently branded as COVOVAX™ (“Product”) developed by Novavax, Inc. and manufactured by Serum Institute of India (“SII”)

B. Indicative Price: no more than One Thousand Philippine Pesos (P1,000.00) per dose, exclusive of taxes,

C. Delivery Dates: with an estimated delivery schedule beginning July 2021 but still subject to availability and government regulations. Unilab shall deliver the Product to such facility/place as designated by the Purchaser within the Philippine Territory provided the facility/place is accredited by the DOH to receive Covid-19 Vaccines.

D. General Conditions:

1. Issuance of EUA by the FDA and the approval of the Vaccine Expert Panel of the government for the Product
2. Regulatory and government approvals to sell the Product to the private market;
3. The execution by the Parties of a definitive Purchase Agreement within 15 days from the time that the government and manufacturer have allowed the private market to procure the Product, which date Unilab shall notify the Purchaser;
4. Purchaser to provide the vaccine for free to its employees, their families, or to its selected communities and in accordance with Unilab pharmacovigilance protocols and government rules and regulations. If resources are insufficient to provide the vaccines for free to all of its employees, their families, or to its selected communities, it will make the vaccines available to them at cost.
5. Purchaser shall administer the Product only in accordance with government rules and regulations and shall secure an informed consent from the end-user.
6. Such other conditions that may be imposed by Unilab, Inc. in the Term Sheet and Purchase Agreement.
7. Delivery is subject to availability and government regulations. Purchaser agrees that government supply requirements shall be prioritized.
8. No downpayment shall be required for signing the Term Sheet.

This Offer Sheet is subject to change without any notice by Unilab, Inc. The Offer Sheet shall not be binding until the parties have signed the appropriate Term Sheet. The parties shall keep this Offer Sheet confidential and no part of this offer Sheet can be disclosed by the recipient without the written consent of Unilab, Inc.

MANUEL L. MONTINOLA  
UNILAB, INC.

With our conformity:

\_\_\_\_\_  
Signature over Printed Name

Date:

## 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**

By:

Manuel L. Montinola

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

By: