



FAME



FILIPINO ASSOCIATION FOR MARINERS' EMPLOYMENT, INC.

FAME ADVISORY NO. 009-21

To : **ALL FAME MEMBERS**

From : The Secretariat

Subject : **A DOSE OF HOPE: COVAXIN REQUIREMENTS**

Date : 25 March 2021

In reference to FAME Advisory No. 007-21 issued on March 18, 2021 re **SHORT NOTICE - DOSE OF HOPE: COVAXIN BRIEFING | MARCH 18 3:00-5:00 PM**, we are pleased to forward to you below advisory from Go Negosyo stating details about COVAXIN, as well as the procedures and requirements for ordering/purchasing Covaxin doses.

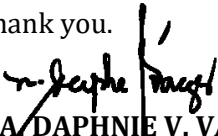
Again, we remind the members who are interested to purchase or participate in this program to follow/comply with the procedures and requirements set by Go Negosyo as stated below. All submission of requirements must be sent directly to the Office of Presidential Adviser For Entrepreneurship/Go Negosyo thru the following email addresses:

- daniabeniza.pce@gmail.com
- coleenangelicap.pce@gmail.com
- opae.gov@gmail.com
- isabellelapuz.pce@gmail.com

Likewise, for your inquiries, please contact directly Go Negosyo thru the contact persons stated in the below advisory.

Please be guided accordingly.

Thank you.


MA/ DAPHNIE V. VARGAS
Executive Secretary

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.

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

From: **Dania Ramiel Beniza** <daniabeniza.pce@gmail.com>

Date: Thu, Mar 25, 2021 at 12:25 PM

Subject: A DOSE OF HOPE: COVAXIN REQUIREMENTS

Cc: <coleenangelicap.pce@gmail.com>, Office of Presidential Adviser For Entrepreneurship <opae.gov@gmail.com>, <isabellelapuz.pce@gmail.com>

Good day!

This is Dania Beniza of Go Negosyo Partnerships. **This is to inform you that we are already accommodating orders for Covaxin.**

In line with this, we would like you to relay this information also to your organization members.

Please see the details below for reference.

Greetings of hope!

Thank you for expressing your interest in purchasing COVAXIN™ by Bharat Biotech in partnership with IP Biotech, Inc. and Ambitech Biopharmaceuticals Inc. (a subsidiary of Ambica International Corporation).

COVAXIN™, India's COVID-19 vaccine by Bharat Biotech is developed in collaboration with the Indian Council of Medical Research (ICMR) – National Institute of Virology (NIV). COVAXIN™ is a highly purified and inactivated vaccine that is manufactured using a vero cell manufacturing platform with an excellent safety track record of more than 300 million doses supplied. Bharat Biotech entered into an agreement with IP Biotech, Inc. and appointed the latter as its local agent in the Philippines. For the distribution of COVAXIN in the Philippine Territory, IP Biotech has signed a Joint Venture Partnership with Ambitech Biopharmaceuticals Inc.

The vaccine comes in a 10 mL vial form, wherein **one (1) dose** is equivalent to **0.5 mL** and can inoculate **twenty (20) persons per vial**. **Each person needs two (2) doses** to be administered **twenty eight (28) days apart**. The Phase 3 clinical trial of **COVAXIN™** had enrolled 25,800 participants across a wide range of age groups from 18 to 98 years old. The storage temperature requirement is **2° to 8°C**.

Benefit and Efficacy:

The advantage and difference of **COVAXIN™** among other candidates is its development structure, wherein this inactivated vaccine is derived from a strain of SARS-CoV-2 virus which had been isolated at the NIV, Pune and it demonstrate a safety profile that is superior to several other vaccines. **COVAXIN™** uses adjuvant Alhydroxiqum-II technology from Kansas-based Virovax to boost immune response and longer lasting immunity. The technology is being used under a licensing agreement with Kansas-based ViroVax. Adjuvants elucidate mechanisms of action inducing greater antibody responses to vaccine antigens, thus resulting in long-term protection against pathogens prompted Bharat Biotech's use of this technology. In fact, adjuvants from ViroVax exhibits antigen-sparing effect which means there should be lower amount of inactivated virus to formulate a dose of **COVAXIN™** with the ViroVax adjuvant. Thus, this would mean lower probability of the development of any adverse drug reactions on the individual being vaccinated without losing its efficacy and longer lasting immunity.

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In addition to the generation of strong immune response against multiple antigens, **COVAXIN™** is shown to generate memory T cell responses, for its multiple epitopes, indicating longevity and a rapid antibody response to future infections.

You may access the **COVAXIN BRIEFING** last March 18, 2021 through Facebook:
<https://www.facebook.com/100053068423301/videos/251966603248952/>

If you are interested in purchasing COVAXIN™ by Bharat Biotech in partnership with IP Biotech and Ambitech Biopharmaceuticals Inc., please see the requirements below:

I. LETTER OF INTENT and NON-DISCLOSURE AGREEMENT

Please access this Google link to download the LOI and NDA:

<https://drive.google.com/drive/folders/1rOpXKx8w7cilhj1-eLQ6f0aK1jbqhvO?usp=sharing>

Once documents are signed, **please submit it back in the same email thread it was sent to you.**

We have a minimum requirement of 640 doses for ordering (320pax) 1 outer carton = 32 vials). The vaccine comes in a 10 mL vial form, wherein one (1) dose is equivalent to 0.5 mL and can inoculate twenty (20) persons per vial. Each person needs two (2) doses to be administered twenty-eight (28) days apart.

NOTE:

In the LETTER OF INTENT, please indicate your indicative number of doses **in numerical form.**

Before submitting the accomplished documents, please rename in this format:

COVAXIN LOI - NAME OF COMPANY
COVAXIN NDA - NAME OF COMPANY

II. TERM SHEET

The Term Sheet will be sent once the LOI and NDA is submitted back to Go Negosyo. This document, once signed and submitted, is already binding.

Before submitting the accomplished term sheet, please rename it in this format:

COVAXIN TERM SHEET - COMPANY NAME

III. MEMORANDUM OF AGREEMENT

Ambitech will send this document after you have finished the first two (2) requirements.

DISCLAIMER: All procurement processes are subject to Emergency Use Authorization guidelines granted by the FDA.

For general inquiries and concerns about COVAXIN™, you may get in touch by emailing us at opae.gov@gmail.com.

DANIA RAMIEL F. BENIZA
Office of Presidential Adviser for Entrepreneurship
Special Projects Associate

Philippine Center for Entrepreneurship (Go Negosyo)
2F RFM Corporate Building, Sheriden Cor. Pioneer St.

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FILIPINO ASSOCIATION FOR MARINERS'EMPLOYMENT, INC.

Mandaluyong City. Philippines

0917 668 0072

Email: daniabeniza.pce@gmail.com

Website: www.gonegosyo.net

CONFIDENTIALITY & DISCLAIMER NOTICE: *The contents, data, and information contained in this e-mail and any attachment/s thereto are intended solely for the use of the individual/s or entity/ies to whom they are addressed and may contain information that is/are confidential, privileged, sensitive, and/or copyrighted. If you are not the intended recipient, you are hereby notified that any unauthorized use, processing, copying, disclosure or dissemination of the message contained in the e-mail is prohibited. If you are not the intended recipient, please immediately notify the sender and delete this email from your system. Neither RFM Corporation, Philippine Center for Entrepreneurship nor any of its subsidiaries, affiliates, directors, officers, employees, agents, and/or stakeholders shall be liable for the message if the same and/or any of its attachment/s has been altered.*

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LETTER OF INTENT

March 25, 2021

IP Biotech, Inc.

8th Floor Arthaland Century Pacific Tower
5th Ave., Bonifacio Global City
1634 Taguig City

Ambitech Biopharmaceuticals Inc.

#9 Amsterdam Ext., Merville Park Subdivision
Parañaque City

Subject: Allocation of COVID-19 Vaccine – COVAXIN

To The Management:

We would like to submit our intent and confirmation in the allocation of COVAXIN and we commit that this purchase shall be for the sole and exclusive use of our organization. The current maximum volume quantity needed by our office is 640 doses for the year 2021 which may increase depending on the additional requirement for the succeeding years. With this interest and manifestation, we would like to formally request the initiation to move forward.

In this regard, we are amenable in executing a Non-Disclosure Agreement (NDA) with your esteemed company. Moreover, we are very much inclined in discussing the Term Sheet, Memorandum of Understanding (MOU) and the Supply Agreement with your company together with the Department of Health (DOH) and the National Task Force (NTF).

We do understand that the commencement of the procurement process shall be upon signing of the Supply Agreement in cooperation with the national government and upon release of the Emergency Use Authorization (EUA) by the Philippine Food and Drug Administration (FDA).

Our organization, through this letter, aims to move forward with your esteemed company in the finalization of the contract agreement for the procurement of COVID-19 Vaccine – COVAXIN.

Thank you.

Yours truly,

AMANDA ELIZABETH J. AWORUWA
Corporate President

CHECKLIST OF REQUIREMENTS:

Instruction: Kindly fill-in the required details and place a check (✓) mark on the boxes provided below:

Name of Company	:	CHANNEL INFO TECH SUPPORT AND LEASING CORPORATION
Volume Requirement (in Doses)	:	640 DOSES
Provisional Requirement and Price	:	<input type="checkbox"/> Delivery up to NAIA only <u>Price:</u> Price is Php900.00 per dose <input type="checkbox"/> Delivery up to the designated Territory <u>Price: Distribution fee is Php50.00 per dose or a total of Php950.00 per dose covering delivery at destination.</u> <i>(Please note that this is based on the initial quotation obtained from the logistic provider and may change depending on the quantity and area/location)</i> <input type="checkbox"/> Delivery and Inoculation

Prepared by:

AMANDA ELIZABETH AWORUWA
Corporate President
Channel Info Tech Support and Leasing Corporation

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, dated March 25, 2021, made and entered into by and between:

AMBITECH BIOPHARMACEUTICALS INC. (a subsidiary of **AMBICA INTERNATIONAL CORPORATION**), a corporation existing under The laws of the Philippines, with a principal office at #9 Amsterdam Extension, Merville Park Subdivision, Parañaque City, Philippines (“Disclosing Party”),

- and -

PB MARITIME PERSONNEL INC. a corporation organized and existing under Philippines laws, with registered address at 9F DOUBLE DRAGON PLAZA EDSA EXT. CORNER MACAPAGAL AVENUE, PASAY CITY (“Receiving Party”);

AMBITECH and **PB MARITIME PERSONNEL INC.** may also hereinafter individually be referred as a “Party” or Collectively as the “Parties”.

WITNESSETH: That --

WHEREAS, AMBITECH and NWSTEEL TECHNOLOGIES, INC. wish to explore the possibility of a partnership with respect to procuring Covid-19 Vaccine, currently branded as COVAXIN (the “Product”).

WHEREAS, in the process of negotiating the terms and conditions of the relationship, AMBITECH will divulge confidential information to NWSTEEL TECHNOLOGIES, INC.;

NOW, THEREFORE, the Parties have agreed as follows:

1.0 Purpose

Both parties agree that such Confidential Information disclosed to and received from the other party shall be used solely for the purpose of enabling the Parties to evaluate the desirability of entering into an agreement with respect to the Product and shall be subject to the terms and conditions contained in this Agreement.

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

Nothing herein shall be construed as granting to Receiving Party any right, title, interest, or license under the Confidential Information received hereunder, including without limitation, any right, title, interest or license under any patent application, patent, copyright, or other Propriety right of any sort relating to the Confidential Information received hereunder. It is understood that any and all propriety rights in and to Confidential Information of Disclosing Party shall remain property of the Disclosing Party and/or its Affiliates.

The Receiving Party also 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 Disclosing Party continuing and irreparable harm which may not be adequately compensated by monetary damages. Receiving Party, thereof, agrees that in the event of an actual or threatened breach of this Agreement, Disclosing Party shall be entitled to seek, in addition to other remedies allowed by law, a temporary restraining order and injunctive relief against Receiving Party to prevent any breach of this Agreement.

5.0 No License.

Nothing herein shall be construed as an obligation of either Party to enter into any further agreement regarding the Confidential Information. Each Party hereto reserves the right, in its sole discretion, to terminate the on-going negotiation contemplated by this Agreement at any time and for any reason (or for no reason at all). 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.

This Agreement contains the entire Agreement between Parties with respect to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

Any failure to enforce any provisions of this Agreement shall not constitute a waiver of any term hereof.

Both Parties shall maintain confidential this Agreement, the fact that discussion are taking place between the Parties and the content of such discussions, each Party shall refrain from making any announcement or any other public disclosure in respect thereof (except as required under applicable laws and regulations) without the prior written consent of the other Party.

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.

8.0 Obligation Term.

The foregoing obligations shall remain in full force from the commencement of this Agreement and shall remain in effect five (5) years after termination or completion of this agreement.

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

AMBITECH BIOPHARMACEUTICALS INC.

Disclosing Party

Name : **DEEPAK BHATIA**
Title : Vice President

Receiving Party

Name : **MARIA CAMILLE M. IBASCO**
Title : Purchasing Manager

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

BEFORE ME, a Notary Public, for and in _____, this _____, personally appeared the following:

Name Competent Evidence of Identity/ Date & Place Issued / Expiration Date

DEEPAK BHATIA License No: N03-97-223863 Oct. 08, 2022

MARIA CAMILLE IBASCO P6993375A May 30, 2019

personally known to me (or proved to me on the basis of competent evidence of identity) to be the same persons who executed the foregoing Confidentiality Non-Disclosure Agreement consisting of four (4) pages, including this page on which the Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary act and deed and that of the corporation represented herein.

WITNESS MY HAND AND NOTARIAL SEAL on the date and in place first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2021.

PLEASE FOLLOW INSTRUCTIONS ON PROCUREMENT ACCORDINGLY:

I. LETTER OF INTENT and NON-DISCLOSURE AGREEMENT

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NOTE:

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