Purchase Contract
for COVID-19 Vaccine (Vero Cell), Inactivated

新型冠状病毒灭活疫苗（Vero 细胞）
购销合同

Contract No.: SPIT21-IMC-HKXG-164

合同号：SPIT21-IMC-HKXG-164

Date: October 22 2021

签署时间：2021 年 10 月 22 日

This Contract is made and entered into by and between:

本合同由以下各方签署：

Supplier:

China National Biotec Group Company Limited (hereinafter referred to as "**CNBG**"), a subsidiary of China National Pharmaceutical Group Co., Ltd., having its registration address at Building 2, No. B2 Shuangqiao Road, Chaoyang District, Beijing, 100024, P.R. China, mainly engaging in vaccine product research and development, production and marketing.

Beijing Institute of Biological Product Co., Ltd. (hereinafter referred to as "BIBP/Manufacturer"), a subsidiary of China National Biotec Group Company Limited, having its registration address at No.6 Boxing 2nd Road, Beijing Economic and Technological Development Zone China.

CNBG and Manufacturer hereinafter collectively referred to as " **Sinopharm CNBG/Supplier**".

供应商：

中国生物技术股份有限公司（以下简称"中国生物"）为中国医药集团有限公司的直属子公司，注册地址为中国北京市朝阳区双桥路乙 2 号院 2 号楼 2 层，主要从事疫苗产品的研发、生产和营销。

北京生物制品研究所有限责任公司（以下简称为"北京公司/生产企业"）为中国生物技术股份有限公司的直属子公司，注册地址为北京经济技术开发区博兴二路 6 号。

中国生物和生产企业以下合称为"国药中国生物/供应商"。

And
及

Seller: Sinopharm International Hongkong Limited (hereinafter referred to as"**Sinopharm International HK/Seller**"), an indirectly wholly-owned subsidiary of China National Pharmaceutical Group Co., Ltd, with its registered office at Room 1601, Emperor group centre, 288 hennessy road, Wanchai, HongKong, as the Seller of the **COVID-19 Vaccine (Vero Cell), Inactivated,** in global market.

卖方：国药国际香港有限公司（以下简称"国药香港/卖方"）为中国医药集团有限公司的间接全资子公司，办公地点位于香港湾仔轩尼诗道 288 号英皇集团中心 1601 室，现作为新冠疫苗产品海外市场的卖方。

And

及

Buyer：Ministry of Health of the Republic of Armenia (hereinafter referred to as "**Ministry of Health/Buyer**"), having its Registered Office at Republic Square, Government House 3, 0010 Yerevan, Republic of Armenia.

买方：亚美尼亚共和国卫生部（以下简称"卫生部/买方"），注册地址 Republic Square, Government House 3, 0010 Yerevan, Republic of Armenia。

Sinopharm CNBG, Sinopharm International HK and Ministry of Health, are individually called "Party" and collectively called "Parties".

以上国药中国生物、国药香港、卫生部分别称为"一方"，共同称为"各方"。

WHEREAS

鉴于

1. COVID-19 Vaccine (Vero Cell), Inactivated of Beijing Institute of Biological Products Co., Ltd. has been officially granted approval for marketing in China, and has been approved for Emergency Use in **The Republic of Armenia**.

北京生物制品研究所有限责任公司新型冠状病毒灭活疫苗（Vero 细胞）已在中国取得上市许可，并在亚美尼亚共和国获批紧急使用。

2. The **Ministry of Health of the Republic of Armenia** has presented a request to Sinopharm, and intends to procure 400,000 doses of the COVID-19 Vaccine (Vero Cell), Inactivated.

亚美尼亚共和国卫生部向国药集团提出采购 40 万剂次新型冠状病毒灭活疫苗（Vero 细胞）的需求。

3.The Parties hereto, in consideration of the covenants and undertaking among Parties herein contained, agree to try their best to supply after obtaining the necessary approvals. The final supply shall be subject to the approval of the relevant regulatory authorities of the People's Republic of China.

本着友好协商的原则，现各方同意基于以下原则在获得必要审批后力争尽快供应。最终供货以中国相关监管部门的批准为准。

1.DEFINITION

定义

Wherever used in this Contract, the following terms shall have the following meanings:

所有在本合同中提到的下列术语，具有以下含义:

1.1 **Contract:**

shall mean the present purchase contract entered into by and between Parties including all annexes to this Contract, and amendments agreed in writing by the Parties.

合同：指各方签订的本合同，包括经各方书面同意的所有的合同附件和对本合同的修改。

1.2 **Product:**

shall mean the **COVID-19 Vaccine (Vero Cell), Inactivated,** developed and produced by **Manufacturer** of the type and specification as set out under this Contract.

产品：生产企业研发生产的本合同约定的规格的新型冠状病毒灭活疫苗（Vero 细胞）。

1.3 **Marketing Authorization:**

shall mean an authorization from a Regulatory Authority for the manufacture, supply, importation, distribution, marketing and sale of the Product in the Territory;

上市许可：是指监管机构对在区域内制造、供应、进口、分销、营销和销售产品的授权;

1.4 **Territory:**

shall refer to **The Republic of Armenia** (Hereinafter referred to as "**Armenia**").

区域：指亚美尼亚共和国（以下简称“亚美尼亚”）。

1.5 **Regulatory Authority:**

shall mean any local or national agency, authority, department, inspectorate, or ministry (whether autonomous or not) of any government or any country having jurisdiction over the Product, this Contract or any of the Parties;

监管机构：指对产品、本合同或任何一方有管辖权的政府或国家的地方或国家机构、权力机构、部门、检查机构、或部委(无论自治与否)。

1.6 **Authorization for the use of the Product:**

shall mean an authorization including Emergency Use Authorization for the use of the Product granted by relevant Regulatory Authority in Armenia.

产品使用授权：指亚美尼亚有关监管机构为产品的使用颁发的紧急使用授权。

2. DELIVERY OF THE PRODUCT

产品的交付

2.1 **Product and Specification**

品名及规格

COVID-19 Vaccine (Vero Cell), Inactivated (0.5ml /dose, 1 dose/Vial or 2 doses/Vial)

新冠病毒灭活疫苗（Vero 细胞）（0.5ml/剂，1 剂/西林瓶或 2 剂/西林瓶）

2.2 **Quantity (dose)&Unit Price（FCA）**

数量（剂量）&单价（FCA）

Quantity **数量**	**Specifications** **规格**	**Unit Price** **单价**	**Total Amount** **总金额**	**Expected Date of Delivery** **预计供货日期**
400,000 doses 40 万剂	0.5ml/dose in vial; (1 dose/Vial or 2 doses/Vial) 0.5ml/剂，西林瓶(1 剂/西林瓶或 2 剂/西林瓶）	7 USD/dose FCA Beijing 7 美元/剂 FCA 北京	2,800,000 USD 美元 280 万元整	30 days after signing the Contract. 合同签订后 30 天发货

In total, 400,000 doses in quantity, and USD 2,800,000 FCA Beijing Manufacturer' s warehouse or designated warehouse in Beijing airport. In the case of delivery at the airport, the Manufacturer transports the Product to the airport where the Manufacturer is located, and the Buyer shall be responsible for any expenses incurred at the airport.

以上数量合计 40 万剂，金额合计 280 万美元整，FCA 北京生产企业仓库交货或北京机场指定仓库交货价格。 机场交货的情况下，生产企业将产品运输至生产企业所在地的机场，在机场产生的任何费用，由买方负责。

Delivery of the Product will be effected: after the Product got Emergency Use Authorization in Armenia, and comply with the law and regulation of Armenia.

产品的交付将：在产品获得亚美尼亚的紧急使用授权后， 并符合亚美尼亚法律法规。

Partial shipments are allowed.

允许分批装运。

The final delivery time and arrangement shall be subject to the approval of the relevant regulatory authorities of the People's Republic of China. The Seller shall proceed the shipment after receiving the full payment according to 2.4 Payment terms.

具体供货时间及安排将以中国相关监管部门的批准为准，并且卖方按照 2.4 付款方式收到全部货款后开始执行。

2.3 **Trade Terms**

贸易条款

FCA (Free Carrier) Beijing, Incoterms 2020 (unless otherwise agreed in Contract).

FCA 北京，《国际贸易术语解释通则 **2020**》（本合同另有约定的除外）。

Prices provided in Article 2.2 are not inclusive of the costs of insurance and transportation. The Manufacturer shall be responsible for providing required documents for exportation and completing local commodity inspection. After the seller delivers the Product to the Buyer or personnel designated by the Buyer (freight forwarder or designated representative) at delivery location provided in Article 2.9 (hereinafter referred to as "Delivery Location"), the risks and title of the Product are transferred to the Buyer. The Buyer shall pay the cost of customs formalities for export and the costs of shipping from the Delivery Location to the place of final delivery and insurance and be responsible for clearing import formalities.

本合同第 2.2 条约定的价格不含运输及保险费用。生产企业负责相关出口所需文件的提供并完成属地商检。卖方在本合同第 2.9 条约定的交货地点（以下简称“交货地点”）将产品交付给买方或买方指定人员（货运代理或指定代表）后，产品的风险和所有权转移给买方，买方承担出口报关费用和从交货地点至到货地的运输和保险费用，并负责进口的清关手续。

2.4 **Payment**

付款方式

After signing the contract, the Buyer shall make the full payment of 400,000 doses of the product with the total amount of USD 2,800,000 to the Seller in time. The payment shall reach the seller's bank account within 5 working days before the shipment date. The Seller will effect the shipment upon receipt of the payment. The above payment paid by the

Buyer will not be refunded to the Buyer if the Buyer fails to complete the delivery with the Seller as agreed in this Contract for reasons other than product quality problem.

合同签订后，买方应及时向卖方支付 40 万剂全部货款，共计 280 万美元整。货款应确保在发货前 5 个工作日内到达卖方账户。卖方将在确认收汇后安排货物发运。非因产品质量原因不按本合同约定与卖方完成交付的，卖方将不向买方退还上述款项。

The Seller will transfer the amount to the Manufacturer' s account within 5 working days upon receipt of the payment from the Buyer, according to the terms and conditions signed by the Seller and the Manufacturer.

卖方在从买方收到货款后 5 个工作日内转账到生产企业账户，具体合作条款及条件按照卖方及生产企业另行签署的协议约定执行。

2.5 **Account details**

账户信息

Beneficiary: Sinopharm International Hongkong Limited

Address: Rm.1601,Emperor Group Center,288HennessyRD.,Wanchai,H.K.

Beneficiary's Bank : Bank Of China (Hong Kong) Limited

Address: Wan Chai(China Overseas Building)Branch 139 Hennessy Road,

Wan Chai, Hong Kong

Swift Code: BKCHHKHH

A/C No.: 01469992006210

2.6 **Packaging**

产品包装

1 dose/vial; or 2 doses/ vial;

1 vial/box or 3 vials/box or 10 vials/box,

Product shall be provided in the current existing packaging. The Buyer accepts Product with Chinese printings and labels.

The actual cold chain packing and transportation mode shall be discussed and confirmed by the Parties before shipment.

Outer carton of delivered Product shall show the content including but not limited to the Product description, carton number, batch information etc.

1 剂/瓶或 2 剂/瓶；
1 瓶/小盒 或 3 瓶/盒或 10 瓶/盒，
将以生产企业现有包装提供产品，买方接受中文包装的产品。
实际冷链包装和运输方式各方在发运前协商确定。
交货产品外箱包装应显示的内容包括但不限于产品品名、箱号，批次信息等。

2.7 **Storage & transportation conditions**

储存及运输条件

Product to be stored and transported at the temperature of 2-8°C。

产品需在 2-8 摄氏度条件下储存及运输。

2.8 **Consignee**

收货人

Ministry of Health of the Republic of Armenia

Republic Square, Government House 3, 0010 Yerevan, Republic of Armenia

2.9 **Delivery Location and Delivery Time**

交货地点和交货时间

The Product will be ready for delivery in the warehouse of Manufacturer or designated warehouse in airport according to the delivery schedule in section 2.2. Delivery time is the time when the Buyer or the person designated by the Buyer (freight forwarder or designated representative) signs the receipt of the goods at the delivery location.

根据 2.2 条约定在生产企业仓库或机场指定仓库交货。交付时间为买方或买方指定人员（货运代理或指定代表）于交货地点签收货物的时间。

2.10 **Insurance**

保险

2.10.1 The Buyer will have in place and maintain with a reputable insurance company insurance policies which will provide cover against potential liabilities arising out of the use of the Product and which would normally be insured against by a prudent market entity, to an extent and to limits that would be reasonably expected under legal requirements and the standards of good industry practice and prudent risk judgment, and will maintain the validity of such insurance policies during the use of Product and for one year thereafter.
买方将就产品的使用向信誉良好的保险公司投保和维持保险，保险范围应当涵盖一个审慎的市场主体通常投保的覆盖使用产品而导致的潜在责任，赔偿限额应达到按照法律要求、良好的行业惯例和审慎的风险判断可以合理预期的程度，并在产品的使用期间内及其后的壹年内维持该等保险的有效性。

2.10.2 Upon the written request of the Supplier or Seller, the Buyer shall provide the copies of the insurance policies certificates and full particulars of such insurance cover.

一经供应商或卖方书面要求，买方将立即提供已投保保险单的副本及投保的详细情况说明。

2.10.3 The Buyer will bear all costs, fees, and expenses in connection with putting in place and maintaining the insurance mentioned in this clause.

买方将自行承担与投保和维持本条款所述保险相关的所有成本、费用和开支。

2.11 **Shipping documents**

随货单据

Each shipment shall contain documents required by relevant Regulatory Agencies for import and export of the Product.The Buyer shall provide the list of documents required to the Manufacturer at the latest 15 working days before the delivery date.

每单交货将随附相关监管机构要求的产品进出口所需随货文件。买方应在不晚于交货日前至少 15 个工作日向生产企业提供所需文件清单。

3. QUALITY OF THE PRODUCT

产品质量

The Supplier and the Seller represent and warrant that:

供应商和卖方承诺并保证：

3.1 The quality of the Product shall comply with the specifications applicable to this Product of National Medical Products Administration of China.

产品质量符合中国国家药品监督管理局的相关要求；

3.2 The Product is manufactured in accordance with Chinese GMP standards and the relevant national bio-safety requirements in China;

产品按照中国 GMP 标准及中国相关的国家生物安全要求生产；

3.3 The Product shall conform to the specifications as set out in the Certificate of Analysis (hereinafter referred to as "COA") issued by the Manufacturer.
产品符合生产企业出具的质检单上所述的质量标准。

The Buyer represents and warrants that:

买方承诺并保证：

3.4 The decision of procurement of the Buyer represents the Buyer recognizes and accepts the Seller, the Manufacturer and the Product.

如买方决定采购，表明买方认可卖方、生产企业及产品。

3.5 The Buyer purchases the Product indicates that the Buyer confirms:

1）The Product quality standard complies with the relevant requirements of Armenia;

2）The Product quality complies with the relevant laws and regulations of Armenia;

3）The Product complies with the relevant bio-safety requirements of Armenia.

买方采购产品，则表明买方确认：

1）产品质量标准符合亚美尼亚的相关要求；

2）产品质量符合亚美尼亚监管的相关法律法规；

3）产品符合亚美尼亚相应的生物安全等相关要求。

4. ACCEPTANCE OF THE PRODUCT

产品验收

4.1 Delivery is completed in accordance with the relevant incoterms agreed in accordance with this Contract (hereinafter referred to as "Delivery"). Title to the Product, risk of loss of or damage to the Product shall pass to the Buyer on Delivery. The Delivery time and Delivery Location is stipulated in 2.9 clause.
按照本合同约定的相关国际贸易术语完成交货("交货")。产品的所有权、产品的灭失或损坏的风险应在交付时转移给买方。交货时间和交付地点按照 2.9 规定。

4.2 The Buyer or the Buyer designated person (freight forwarder or designated representative) shall immediately inspect the Product when picking up the cargo at the Delivery Location in terms of quantity and outer appearance of the Product. The Vaccine Arrival Report (VAR) needs to be sent to the Seller within 3 working days after the Product arrives at the warehouse of the final destination (hereinafter referred to as "Warehouse").
买方或买方指定人员（货运代理或指定代表）在前往交货地点提货时，立即检查产品，确定产品的数量与此次订单相符，产品外观无损。买方在产品抵达其最终目的地仓库（以下简称"收货仓库"）后的 3 个工作日内向卖方发送疫苗抵达报告（VAR）。

4.3 The Buyer may reject Product delivered to it at the Delivery Location if the Product are damaged, or otherwise do not comply with their specifications or quantities, as apparent on a reasonable visual inspection, provided that notice of rejection is given to the Supplier within three (3) calendar days and that, the carriers receipt was marked "Product damaged" when signed. If the Buyer fails to reject the Product in accordance with the foregoing, or the Buyer has signed the carrier's receipt without any notes, it shall be deemed to have accepted these Product.
如果产品损坏,或者在合理的目视检查的情况下明显的不符合本合同约定的产品规格或数量,买方可以在交货地点拒绝产品交付，前提是三(3)个自然日内向供应商提交拒收通知，承运人的收据在签署时标有"产品受损"。如果买方未按照前述规定拒收产品，或买方在承运人的收据上未作说明并签字，则视为已接受这些产品。

4.4 If the Buyer objects to the quality of the Product, the Buyer shall notify the Seller in writing and provide relevant basis within 15 calendar days after the arrival of each shipment of the goods at the Warehouse. All Parties shall amicably negotiate for a solution. In case an agreement of settlement can not be reached, all Parties shall jointly appoint an independent testing agency for further investigation on the quality of the Product according to the criteria included in the COA provided by the Manufacturer and the test methods requested by the Manufacturer, and to further negotiate the solution. If the quality issue is not caused by the Supplier or the Seller, the Seller and the Supplier shall not be responsible for the related quality issue.

若买方对产品质量提出异议，买方需要在每批货物到达收货仓库的 15 个自然日内书面通知卖方，并提供相应依据。各方应就该异议友好协商处理。如若无法达成一致，各方可共同指定第三方检测机构依据生产企业提供的质检单中的检定标准，使用生产企业规定的检测方法对有质量异议的产品进行检测，并共同协商解决方案。非因卖方或供应商原因导致质量问题的，供应商和卖方不承担相关的产品质量责任。

5. HANDLING OF ADVERSE EVENTS FOLLOWING IMMUNIZATION

疑似预防接种异常反应处理

5.1 The Buyer shall be responsible for handling Adverse Events Following Immunization (hereinafter referred to as "AEFI") arising from the usage of the Product as per the laws and regulation of the Territory, and all costs arising therefrom shall be borne by the Buyer, the Supplier and the Seller shall be exempt from the responsibilities. The Supplier and the Seller shall provide necessary technical support in accordance with local requirements.

买方应负责依据区域内相关法律法规处理产品在区域内使用发生的疑似预防接种异常反应事件，所有由此产生费用由买方承担，供应商和卖方不对此承担责任。供应商和卖方应根据当地需要提供必要的技术支持。

5.2 The Buyer shall collect, verify, investigate and submit the AEFI reports collected in the Territory in time and promptly submit them in e-mail or postmail to Supplier and the Seller. For AEFI collection report forms and requirements，see Appendix 1,2,3,4.

买方应及时收集、核实、调查、提交区域内收集到的疑似预防接种异常反应报告并及时书面（含电子邮件、邮寄）传递给供应商和卖方。AEFI 收集用表格及要求见附件 1、2、3、4。

5.3 Contact person for AEFI from Buyer:
Name：Varduhi Grigoryan
Designation: Secretary General, Ministry of Health of the Republic of Armenia
Email：foreign-relations@moh.am
Landline：+374 60 80-80-03
Mobile Number：+374 33 08-08-07

买方 AEFI 联系人：
姓名：Varduhi Grigoryan
职务：Secretary General, Ministry of Health of the Republic of Armenia

邮箱：foreign-relations@moh.am
固话：+374 60 80-80-03
手机：+374 33 08-08-07

6. BUYER'S UNDERTAKINGS AND WARRANTIES

买方保证

6.1 The Buyer undertakes to obtain the Authorization for the use of the Product in Territory before the shipment of any Product and provide the Supplier and the Seller with a copy of the Authorization in a timely manner. The Buyer undertakes that the use of the Product in Territory shall comply with the relevant applicable laws and regulations applicable in Territory, and shall comply with the relevant requirements and conditions stated in the applicable licenses, registrations and authorization (if any) relating to such use of Product, and the Buyer shall only use the Product within the scope of such Authorization. The Buyer will bear all costs, fees and expenses incurred in obtaining such Authorization in Territory and in complying with the relevant applicable laws and regulations for the purpose of the use of the Product.

买方保证在交货前获得产品在区域内的使用授权并及时向供应商和卖方提供使用授权的副本。并保证在区域内使用产品符合区域内相关适用法律法规的要求，并遵守与产品使用授权相关的许可、注册及授权中的相关要求和条件（如有），并应仅在该使用授权的范围内使用产品。买方将自行承担使用产品为目的，在区域内获得使用授权及遵守相关适用法律法规所产生的所有成本、费用和开支。

6.2 The Buyer undertakes that all Product under this Contract shall be used in Territory only. The Buyer shall not, directly or indirectly, donate or resell any purchased Product to any other country or region under any circumstances. The Supplier and the Seller shall not assume any responsibility for any act of the Buyer unilaterally selling, using the Product or transferring the Product outside the Territory and shall have the right to impose a fine of 7 times the value of the goods on the Buyer. If such act causes losses to the Supplier and the Seller, the Supplier and the Seller shall have the right to claim for compensation. If the product is illegally circulated and used in the Territory, or the product is transferred from the Territory to outside the Territory, the Supplier and the Seller shall not bear any responsibility.
买方保证本合同项下所有产品只能用于区域内。买方不得直接或者间接以任何形式将所购产品转赠或转售到其他国家或地区。供应商和卖方对任何买方单方面在区域外销售、使用产品以及将产品转赠区域外的行为不承担任何责任并有权对买方上述行为以货值的 7 倍进行罚款，如果该行为对供应商和卖方造成了损失，供应商和卖方有权进行索赔。如果产品在区域内非法流通使用，或者产品由该区域流转到区域外，供应商及卖方不承担任何责任。

6.3 The Buyer undertakes to maintain appropriate, up-to-date and accurate records the use of Product to enable the immediate recall of any Product or batches of Product from the retail or wholesale markets. These records shall include records of deliveries to Customers (including batch numbers, delivery date, name, address, telephone number, fax number and email address). The above-mentioned records shall be provided to the Supplier and the Seller immediately upon the written request of the Supplier or the Seller.

买方承诺将妥善，随时更新和准确记录并保存该等产品的使用记录，从而可以立即从零售市场或批发市场召回任何产品或任何批次的产品。该些记录应包括向客户交付产品的相关记录（包括批号，交付日期，客户的名称、地址、电话号码、传真号码及电子邮件地址）。上述记录在供应商或卖方书面要求时应立即提供。

All Parties shall jointly appoint an independent testing agency for further investigation on the quality of the Product according to the criteria included in the COA provided by the Manufacturer and the test methods requested by the Manufacturer, and to further negotiate the solution and determine the responsible party. If the Product are recalled for reasons other than those attributed to the Supplier or the Seller, the Buyer shall bear all the responsibilities and costs. The Supplier and the Seller shall be exempt from the responsibilities.
各方可共同指定第三方检测机构依据生产企业提供的质检单中的检定标准，使用生产企业规定的检测方法对有质量异议的产品进行检测，并共同协商解决方案，确定责任方。非归责于供应商和卖方的原因召回产品，由买方承担全部责任和费用，供应商和卖方对此不承担责任。

6.4 The Buyer shall implement all steps reasonably deemed necessary to ensure sufficient medical safety for the use of the Product in Territory.
买方保证将采取一切合理必要的措施以确保产品在区域内的使用具有足够的医疗保障。

6.5 The Buyer will be responsible for all pharmacovigilance obligations relating to the use of the Product under this Contract, including but not limited to reporting, complaints handling, follow-up investigations and liaising with patient associations, at the Buyer's own costs. The Buyer shall be contractually liable to the Supplier and the Seller in the event of a failure to fulfill such pharmacovigilance obligations under applicable laws. The Supplier and the Seller shall however provide to the Buyer technical support reasonably requested by the Buyer, in compliance with the regulator's requirements in the country of export, in order for the Buyer to fulfill its responsibilities under this Clause 6.5. This technical support shall not transfer any such responsibility of the Buyer to the Supplier and/or the Seller.
买方自行承担费用，负责产品根据本合同进行的使用相关的所有药物警戒责任，包括但不限于报告、投诉处理、随访调查以及与患者协会的联系等。如果买方未能履行适用法律规定的药物警戒义务，则买方应按合同对供应商和卖方承担责任。但是，为了买方履行其在第 6.5 条项下的责任，供应商和卖方应按照出口国的监管机构的要求，向买方提供买方合理要求的技术支持。此技术支持不应视为买方的任何此类应由买方承担的责任转移给供应商和/或卖方。

6.6 The Buyer guarantees to keep the price strictly confidential.
买方保证对产品价格进行严格保密。

6.7 The Buyer shall transport and store the Product in accordance with relevant requirements to ensure the cold chain throughout the transportation process, and the cold chain temperature shall be recorded in real time and must be traceable. The Buyer shall provide the corresponding temperature record documents upon the request by the Seller or Supplier. The Buyer shall inform its designated person (freight forwarder or designated representative) to strictly comply with the laws and regulations of the Chinese Government regarding the transportation of vaccines, especially the COVID19 vaccines. Without the prior permission of the Seller and the Supplier, the Buyer and its designated

person (freight forwarder or designated representative) shall not privately publicize or report the transportation information of the Product. If the Buyer fails to transport and store the Product as required by the Contract, the Supplier and the Seller shall be exempt from the corresponding responsibilities. In case of special regulatory needs, the Buyer and its designated person (freight forwarder or designated representative) shall carry out the shipment in accordance with the relevant requirements.
买方应按照相关要求运输、储存产品，保证运输过程全程冷链，冷链温度实时记录可追溯。应卖方或供应商要求，买方应提供相应的温度记录文件。买方应告知其指定人员（货运代理或指定代表），严格遵守中国政府关于疫苗尤其是新冠疫苗运输的法律法规。未经卖方和供应商事先同意，买方及其指定人员（货运代理或指定代表）不能私自对外宣传、报道有关产品的运输信息。若买方未按合同要求运输、储存产品，供应商和卖方免于承担相应责任。如遇特殊监管需要，买方及其指定人员（货运代理或指定代表）应按照相关要求进行运输。

6.8 The Buyer undertakes the quality supervision of the Product and approval of the batch release for the domestic marketing of the Product, as well as the cold-chain transportation of the Product after obtaining the approval of the Product for marketing and the monitoring of abnormal reactions to vaccination in accordance with the requirements of international practices and the relevant laws and regulations of Armenia on vaccine management and shall ensure adequate and traceable data.
买方承诺按照国际惯例及本国疫苗管理相关法规要求，承担产品的质量监管及在其国内上市的批签发工作，以及产品上市后的冷链运输与预防接种异常反应监测等职责，并应保证充分的、可追溯的数据。

7. CONFIDENTIAL INFORMATION

保密信息

7.1 All Parties shall assume confidentiality obligations for the confidential information involved in this Contract.
各方应对本合同涉及到的保密信息承担保密义务。

7.2 Confidential Information means all such information disclosed pursuant to this Contract, whether furnished before or after the date hereof, whether oral or written. Confidential Information may including but not limited to, Product price, financial information, know-how, trade secrets, research achievements, Production methods, techniques, quality control, testing methods, software, chart, programming specifications, development processes, steps, ideas, intellectual property (whether or not registered or patented), business plans, customer lists (potential or existing), etc.

保密信息是指在本合同生效日之前或之后向对方披露的所有口头或书面信息，包括但不限于产品价格、财务信息、专有技术、商业秘密、研究成果、生产方法、技术、质量控制、测试方法、软件、图表、编程规范、开发流程、步骤、设想、知识产权（不论是否注册或取得专利）、商业计划、客户名单（潜在或现有的）等业务信息。

7.3 The period of confidentiality is 10 years from the date of signing this Contract.
保密期限自本合同签署之日起 10 年。

7.4 The termination of this Contract or other clauses of this Contract are invalid do not affect the validity of the confidentiality clause.
本合同终止或其他条款无效，不影响本合同保密条款的效力。

8. GOVERNING LAW AND DISPUTE SETTLEMENT

适用法律和争议解决

8.1 The conclusion, validity, interpretation, execution and dispute resolution of this Contract shall be governed by the laws of People's Republic of China.
本合同的订立、效力、解释、执行及争议的解决，均适用中华人民共和国法律。

8.2 All disputes in connection with this Contract shall be settled friendly through negotiations. If no settlement can be reached, the case then may be submitted to China International Economic and Trade Arbitration Commission in Beijing in accordance with its valid at that time arbitration rules and procedures. The arbitration decision shall be final and binding upon both parties. Cost and expenses for arbitration, investigation, inspection and evaluation etc., and lawyer's fee shall be borne by the losing Party.
一切与本合同有关的争议均应友好协商解决。若协商不成，任何一方应将争议提交至中国国际经济贸易仲裁委员会并根据该仲裁机构届时有效的仲裁程序和规则在北京进行仲裁。仲裁决定是终局的，对双方具有法律约束力。仲裁、调查、检验和评估等的成本和费用，以及律师费由败诉一方承担。

9. DISCLAIMER CLAUSE

免责条款

9.1 The Buyer understands that adverse events and/or risks of the inoculated Product may occur during the use of the Product, and represents not to violate applicable laws of Territory in relation to the use of the Product and shall take full responsibilities of the related risks.
买方充分了解并考虑了产品在使用过程中可能出现的不良事件和/或风险，在使用产品过程中不违反区域内的法律并为相关风险承担全部责任。

9.2 For any loss of property, personal injury or death, and/or other losses and liabilities arising out of the use of the Product (including but not limited to vaccination, storage, transportation) by the Buyer, the Buyer shall bear all liability for damage, and ensure Supplier and the Seller be free from any liabilities, losses and expenses arising from the provision of the Product, including but not limited to all the claim to the Supplier and Seller by a third party due to the use of the Product by the Buyer.

对于凡因买方使用产品包括但不限于接种、储存、运输等而导致的任何财产损失、人员伤亡和/或其他损失和责任，买方将自行承担所有赔偿责任，并确保供应商和卖方免受因提供产品所产生的任何赔偿责任、损失和开支，包括但不限于因买方对于产品的使用而导致供应商和卖方遭受任何第三方的所有索赔。

9.3 Nothing is this Contract limits or excludes a Party's liability for fraud, gross negligence, or breach of representations and warranties under this Contract.

本合同不限制或排除一方因欺诈、重大过失或违反本合同项下的声明和保证所应承担的责任。

9.4 Force Majeure: The Supplier and the Seller shall not assume any liabilities or in breach of any provision of this Contract for any failure or delay on its part to perform any obligation hereof because of force majeure (including, but without limitation, strikes, unforeseeable lockouts, shortage of raw materials or energy, any governmental regulations, government act, changes in national laws and policies, pandemic diseases or Acts of God) provided that the Supplier and the Seller shall promptly give notice to the other Party of such occurrence and shall do all things reasonable to eliminate the effect thereof to the extent possible.
不可抗力：如果由于不可抗力导致供应商和卖方未能或延迟履行义务（包括但不限于罢工、不可预见停工、原材料或能源短缺、政府监管、政府行为、国家法律政策变化、大疾病流行、天灾等），供应商和卖方不承担责任或不被视为违反本合同规定。但是，供应商和卖方应在发生不可抗力事件后立即通知其他方，并采取一切合理措施尽量消除影响。

10. MISCELLANEOUS

其它

10.1 The Supplier and Seller shall make sure the Product meets the requirement of Chinese export procedure and the Buyer shall be responsible for the eligibility of import into Territory.
供应商和卖方负责产品满足中国出口条件；买方负责产品满足区域内进口条件。

10.2 The provision of the Product by the the Supplier and Seller to the Buyer must be approved by the Chinese Government and the Government of the Territory. The final supply shall be subject to the approval of the relevant regulatory authorities of the People's Republic of China.
供应商及卖方向买方提供的产品，须经中华人民共和国和区域内相关政府部门的批准。最终供货以中国相关监管部门的批准为准。

10.3 If Seller fails to deliver the Product after receiving the payment as per this Contract, The Buyer shall have the right to terminate this Contract upon written notice, the Seller shall immediately refund the Buyer the payments paid by the Buyer for the Product which are not delivered under this Contract, but without prejudice to any rights or remedies the Seller and the Supplier may have.

如果卖方未能按照合同约定在收到货款后交付产品，买方有权发出书面通知终止本合同，卖方应立即向买方退还卖方已收的未在本合同项下交付的产品所对应的价款，但不得影响卖方及供应商可能享有的任何权利或补救措施。

10.4 For any matters that are not covered in the Contract, Parties shall negotiate amicably and to further stipulate by signing written supplementary agreement afterwards.
本合同未尽事宜，各方应友好协商，签订书面补充协议。

10.5 This Contract is made in both Chinese and English. In case of any discrepancy, the English text shall prevail. This agreement is made in quadruplicate and each party shall

hold one copy. All parties agree that this agreement may come into force upon signature in the form of fax, electronic scan and paper originals, and shall have the same legal effect as paper originals.

本合同议以中英文订立，如有异议以英文文本为准。本合同一式四份，各方各执一份。各方均认可本合同可以传真件、电子扫描件与纸质原件形式签署后生效，与纸质原件具有同等法律效力。

Appendix 1-Standard COVID-19 AEFI reporting form
附件 1：COVID-19 AEFI 报告表
Appendix 2-AEFI line list
附件 2：AEFI 行列表
Appendix 3-AEFI investigation form adapted for COVID-19 immunization
附件 3：接种 COVID-19 疫苗后 AEFI 调查表
Appendix 4-AEFI reporting requirement
附件 4：AEFI 报告要求

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(Signing Page Only)

（签署页）

供应商 **Supplier:**

中国生物技术股份有限公司

China National Biotec Group Company Limited

法定代表人或授权代表

Legal representative or Authorized Representative

买方 **Buyer:**

Ministry of Health of the Republic of Armenia（Stamp）

法定代表人或授权代表

Legal representative or Authorized Representative

Varduhi Grigoryan, Secretary General

生产企业 **Manufacturer:**

北京生物制品研究所有限责任公司

Beijing Institute of Biological Product Co., Ltd.

法定代表人或授权代表

Legal representative or Authorized Representative

卖方 **Seller:**

国药国际香港有限公司

Sinopharm International Hong Kong Limited

For and on behalf of
SINOPHARM INTERNATIONAL HONGKONG LIMITED
國药國际香港有限公司(1)

Authorized Signature(s)

法定代表人或授权代表

Legal representative or Authorized Representative

Appendix 1: Standard COVID-19 AEFI Reporting Form

AEFI reporting id number

COVID-19 REPORTING FORM FOR ADVERSE EVENTS FOLLOWING IMMUNIZATION (AEFI)

Patient name: ***Patient's full Address*:** Telephone: Sex: ☐ M ☐ F **Date of birth (DD/MM/YYYY):** _ _/_ _/_ _ _ _ ***OR Age at onset***: ☐☐*Years* ☐☐*Months* ☐☐ ☐ Date *OR Age at Group:* ☐ *0<1* year ☐ 1-5 year ☐ > 5 years – 18 years ☐ >18 years – 60 years ☐ > 60 years	*** Reporter's Name:** Institution: Designation & Department: Address: Telephone & e-mail: Date patient notified event to health system (DD/MM/YYYY): _ _/_ _/_ _ _ _ Today's date (DD/MM/YYYY): / /

Health facility (or vaccination centre)name:

Vaccine						*Diluent*		
**Brand Name Incl. Name of Manufacturer*	****Date of vaccination***	****Time of vaccination***	Dose (1st, 2nd, etc.)	****Batch/Lot number***	Expire date	***Batch/ Lot number**	**Expire date**	**Time of reconstitution**

****Adverse event(s)***

☐ Severe local reaction ☐ *3days* ☐ *beyond nearest joint*
☐ Seizures ☐ *febrile* ☐ *afebrile*
☐ Abscess
☐ Sepsis
☐ Encephalopathy
☐ Toxic shock syndrome
☐ Thrombocytopenia
☐ Anaphylaxis
☐ Fever≥38° C
☐ Other (specify) .....

Describe AFEI (signs and symptoms):

Date & Time AEFI started (DD/MM/YYYY):
_ _ _ _/_ _ _ _/_ _ _ _ _ _ _ ☐☐ Hr ☐☐ Min

****Serious: Yes/No:*** if Yes ☐ Death ☐ Life threatening ☐ Disability ☐ Hospitalization ☐ Congenital anomaly ☐ Other
Important medical event (Specify _____)
Outcome: ☐ **Recovering** ☐ Recovered ☐ Recovered with sequelae ☐ not Recovered ☐ Unknown
☐ Died if died, date of death (DD/MM/YYYY) _ _ _ _/_ _ _ _/_ _ _ _ _ _ _ Autopsy done: ☐ Yes ☐ No ☐ Unknown

Past medical history (including history of similar reaction or other allergies), concomitant medication and other relevant information (e.g. other cases), *Use additional sheet if needed:*

First Decision making level to complete:

Investigation needed: ☐ Yes ☐ No
If yes, date investigation planned (DD/MM/YYY): _ _ _ _/_ _ _ _/_ _ _ _ _ _

National level to complete:

Date report received at national level (DD/MM/YYYY): _ _ _ _/_ _ _ _/_ _ _ _ _ _ _
AEFI worldwide unique ID:
Comments:

For and on behalf of
SINOPHARM INTERNATIONAL HONGKONG LIMITED
國藥國際香港有限公司(1)

Authorized Signature(s)

****Compulsory field***

Appendix 2: AEFI Line List

COVID19 AEFI Line List

Source	S.No	Patient Name/ Identifier	AEFI Reporting ID number	Patient Location (Village/Town)	Patient Location (District)	Sex (M/F)	Age (Date of birth or age at onset)	Vaccine/s	Manufacturer	Dose	Vaccine Batch No	Diluent Batch No	Adverse Event	Place of vaccination	Date of Vaccination (DOV)	Date of onset (DOO)	Date of Notification (DON)

For and on behalf of
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Appendix 3: AEFI investigation form adapted for COVID-19 immunization

Oct 2020

AEFI FOLLOWING COVID-19 VACCINATION - INVESTIGATION FORM

(Only for Serious Adverse Events Following Immunization - Death / Disability / Hospitalization / Cluster)

Section A **Basic details**

Province/State **District** **Case ID**

Place of vaccination (√): □ Govt health facility □Private healthy facility □Other (specify)_____

Vaccination in (√): □ Campaign □ Routine □ Other (specify)_____

Address of vaccination site:

Name of Reporting Officer:

Designation / Position:

Telephone # landline (with code): Mobile: e-mail:

Date of investigation: _____/_____/_____

Date of filling this form:_____/_____/_____

This report is: □ *First* □ *interim* □ *Final*

Patient Name **Sex: □ M □ F**

(use a separate form for each case in *a* cluster)

Date of birth (DD/MM/YYYY):_____/_____/_____

OR *Age at onset:*_____years_____months_____days

OR *Age group:* □ *< 1 year* □ *1 -5 years* □ > 5 years - 18years □ *> 18 years* - 60 years □ > 60 years

Patient's full address with landmarks *(Street name, house number,* locallty, *phone* number *etc.):*

Brand name of vaccines (including manufacturer) /diluent received by patient	Date of vaccination	Time of vaccination	Dose (e.g. 1st, 2nd, etc.)	Batch/Lot number	Expiry date
				Vaccine	Vaccine
				Diluent	Diluent
				Vaccine	Vaccine
				Diluent	Diluent
				Vaccine	Vaccine
				Diluent	Diluent
				Vaccine	Vaccine
				Diluent	Diluent
				Vaccine	Vaccine
				Diluent	Diluent

Type of site □ Fixed □ Mobile □ Outreach □ Other_____

Date of first/key symptom *(DD/MM/YYYY):*____/____/_____ Time of first symptom *(hh/mm):*____/_____

Date of hospitalization*(DD/MM/YYYY):*____/____/_____

Date first reported to the health authority *(DD/MM/YYYY):*____/____/_____

Status on the date of investigation (√): □ Died □ Disable □ Recovering □ Recovered completely □ Unknown

If died, date and time of death*(DD/MM/YYYY):*____/____/_____ *(hh/mm):*____/_____

Autopsy done? □ Yes (date)_____ □ No □ Planned on (date)_____ Time_____

Attach report (if available)

For and on behalf of
SINOPHARM INTERNATIONAL HONGKONG LIMITED
國藥國際香港有限公司(1)

Authorized Signature(s)

Section B	**Relevant patient information prior to immunization**	
Criteria	**Finding**	**Remarks (If yes provide details)**
Past history of similar event?	Yes / No / Unkn	
Adverse event after any previous vaccination(s)?	Yes / No / Unkn	
History of allergy to vaccine, drug or food?	Yes / No / Unkn	
Pre-existing comorbidity/ congenital disorder?	Yes / No / Unkn	
Pre-existing acute illness (30 days) prior to vaccination?	Yes / No / Unkn	
Has the patient tested Covid19 positive prior to vaccination?	Yes / No / Unkn	
History of hospitalization in last 30 days, with cause?	Yes / No / Unkn	
Is the patient currently on any concomitant medication? (If yes, name the drug, indication, doses & treatment dates)	Yes / No / Unkn	
Family history of any disease (relevant AEFI) or allergy?	Yes / No / Unkn	
For adult women • Currently pregnant? Yes (weeks)_____/ No / Unknown • Currently breastfeeding? Yes/ No		

For and on behalf of
SINOPHARM INTERNATIONAL HONGKONG LIMITED
國藥國際香港有限公司(1)

Authorized Signature(s)

Appendix 4: AEFI reporting requirement

I: Forms & Deadline				
Category		Report deadline		
		Standard COVID-19 AEFI Reporting Form	AEFI linelist (Appendix 2)	AEFI investigation form adapted for COVID-19 immunization
ICSR	General（working day）	7 days	7 days	/
	Severe（calendar day）	1 days	1 days	14 days
	Death（calendar day）	2 hours	2 hours	21 days
Group events （calendar day）		2 hours	2 hours	21 days

II: Ways & Recipients	
Report ways	E-mail or Phone
Recipients	Beijing Institute of Biological Products Co., Ltd. (a subsidiary of CNBG, Sinopharm) Contact persons: Ma Rui, Xu Ye, Li Na E-mail: marui@sinopharm.com, xuye3@sinopharm.com, lina1@sinopharm.com Telephone: 0086 1060963524

For and on behalf of
SINOPHARM INTERNATIONAL HONGKONG LIMITED
國藥國際香港有限公司(1)
Authorized Signature(s)