FORM OF AGREEMENT

Bilateral Agreement

Covid-19 Vaccine Resale and/or Donation

Janssen Pharmaceutica NV ("Janssen")

dated 28 September 2021

This Bilateral Agreement is entered into by the parties set out in Section 1 for the sharing of Janssen's SARS-CoV-2 vaccine, Ad26.COV2-S, recombinant (the "Vaccine").

1 DETAILS ON THE CONTRACTING PARTIES

Participating Member State contracting entity (the "**Member State**")	The Republic of France
Member State contracting entity	Santé Publique France, public administrative Institution under the supervision of the French Ministry of Health
Representative(s)	Represented by [redacted] Publique France
Registered offices	Santé Publique France 12 rue de Val d'Osne 94 415 Saint-Maurice Cedex

Recipient country ("**RecipientCountry**")	The Swiss Confederation
Recipient contracting entity ("**Recipient**")	The Swiss Federal Office of Public Health and The Swiss Armed Forces Pharmacy
Representative(s)	[redacted]
Registered offices	The Swiss Federal Office of Public Health Schwarzenburgstrasse 153 3097 Liebefeld, Switzerland and

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	The Swiss Armed Forces Pharmacy Worblentalstrasse 36 3063 Ittigen, Switzerland

2 TERMS AND CONDITIONS

The Bilateral Agreement shall consist of this Form of Bilateral Agreement and the General Terms and Conditions for bilateral dose sharing attached thereto ("**GTC Bilateral**").

3 DEFINITIONS

The definitions in GTC Bilateral shall apply for the entire Bilateral Agreement, including this Form of Bilateral Agreement.

4 ENTRY INTO FORCE

This Bilateral Agreement shall become effective upon execution and delivery by each of the Member State and the Recipient.

5 DOSE SHARING DETAILS

5.1 Transportation of Ordered Doses

Alternative A: The Ordered Doses shall be delivered by the Member State to the Recipient, as governed by the terms set out in GTC Bilateral Art. 5.1 [No]

Point of delivery:

Alternative B: The Ordered Doses shall be picked up by Recipient at a delivery point in the Member State, as governed by the terms set out in GTC Bilateral Art. 5.2 [Yes]

Point of delivery: [redacted]

5.2 Title and risk

Alternative A: The Ordered Doses are yet to be delivered by Janssen to the Member State and consequently the terms set out in GTC Bilateral Art. 5.4 shall apply. [No]

Alternative B: The Ordered Doses have been delivered by Janssen to the Member State and consequently the terms set out in GTC Bilateral Art. 5.5 shall apply. [Yes]

5.3 Agency

Recipient has appointed the following agent as official agent and/or representative to represent Recipient for representation, procurement, delivery and payment procedure for the Ordered Doses:

Agent	Planzer Transport AG
Company number	CHE-433.692.783

Registered offices	Seewernstrasse 203, 6423 Seewen

5.4 Other

Other relevant transportation information	none

6 NOTIFICATIONS AND REPRESENTATIVES

Member State:

Contact person(s)	[redacted]
Address	Santé Publique France 12 rue de Val d'Osne 94 415 Saint-Maurice Cedex
E-mail address(es)	[redacted]
Copy to	[redacted]

Recipient:

Contact person(s)	[redacted]
Address	The Swiss Federal Office of Public Health Schwarzenburgstrasse 153 3097 Liebefeld, Switzerland The Swiss Armed Forces Pharmacy Worblentalstrasse 36 3063 Ittigen, Switzerland
E-mail address(es)	[redacted]
Copy to	

7 SIGNATURES

This Bilateral Agreement and all exhibits, schedules and appendices hereto may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be executed and delivered in writing by facsimile, PDF format via email or other electronically transmitted signatures and such signatures shall be deemed to bind each Party hereto as if they were original signatures.

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Member State
For and on behalf of THE REPUBLIC OF FRANCE

[redacted]

[redacted]

Recipient Country

Swiss Confederation, represented by:

The Federal Office of Public Health

By: [redacted]

Name: Anne Lévy
Title: Director General

By: [redacted]

Name: Andrea Arz de Falco
Title: Vice-Director

The Swiss Armed Forces Pharmacy

By: [redacted]

Name: Thomas Süssli
Title: Chief of the Armed Forces

By: [redacted]

Name: Thomas Kaiser
Title: Chief of the Armed Forces Logistics Organisation

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GENERAL TERMS AND CONDITIONS FOR VACCINE SHARING – JANSSEN - BILATERAL AGREEMENT ("GTC BILATERAL")

WHEREAS, an agreement for the production, purchase and supply of Janssen's SARS-CoV-2 vaccine, Ad26.COV2-S, recombinant in Europe (the "**Vaccine**") has been entered into as of 21 October 2020, by and between the European Commission, acting on behalf of the Member States on the one hand, and Janssen Pharmaceutica NV ("**Janssen**") on the other hand (the "**EU APA**");

WHEREAS, the Participating Member States have been allocated a certain number of Vaccine doses pursuant to the EU APA;

WHEREAS, the EU APA gives the Participating Member States a right to donate or resell Vaccine doses from to other countries on certain conditions;

WHEREAS, Member State is willing to donate or resell doses of Vaccine to Recipient, and the Recipient wishes to receive or purchase doses of Vaccine from Member State (the "**Swiss Doses**", also referred to as the "**Ordered Doses**");

WHEREAS, Switzerland intends to donate or resell a certain amount of the Swiss Doses to the Principality of Liechtenstein (the "**Liechtenstein Doses**");

WHEREAS, Janssen has consented to both the donation or resale by Member State to Recipient of the Swiss Doses and the donation or resale by Switzerland to Liechtenstein of the Liechtenstein Doses; and**WHEREAS,** Member State and Recipient have entered into a bilateral agreement by signing the Form of Bilateral Agreement of which the GTC Bilateral forms an integral part (the "**Bilateral Agreement**") whereby Member State will resell or donate to Recipient doses of Vaccine.

The Parties hereto agree as follows:

1 MUTUAL UNDERSTANDINGS

1.1 Recipient acknowledges that [redacted]

1.2 Member State shall use its best reasonable efforts to ensure that the Commission and other Participating Member States in this respect shall treat Recipient as a Participating Member State and that obligations for Recipient may not exceed obligations for the Participating Member States.

1.3 Member State shall have the right to decide in its sole and free discretion (i) whether to (a) resell a certain volume of the Total Member State Doses and/or (b) donate a certain volume of the Total Member State Doses, and (ii) – if such decision about the resale and/or donation as such is made by Member State – about the actual volume of the portion of the Total Member State Doses resold or donated. For clarity: until the acceptance of a Doses Offer Notice pursuant to Section 2 and duly executed by Member State, Recipient shall have no rights whatsoever regarding the Total Member State Doses or a portion thereof.

1.4 Member State agrees that Recipient may donate or resell the Liechtenstein Doses to the Principality of Liechtenstein in accordance with Section 7.2.

1.5 Recipient acknowledges its obligation to purchase and/or receive the Ordered Doses as set forth in the Bilateral Agreement. Recipient also acknowledges that if and to the extent Janssen's obligation under the EU APA to deliver doses to Member State lapses, then Member State's obligation to donate or resell the Ordered Doses according to this Bilateral Agreement shall also lapse to the same extent. Recipient shall have no claims and take no legal action against Member State due to such a lapse.

2 ORDER MECHANISM

2.1 If and when Member State wishes to provide a certain volume of the Total Member State Doses to Recipient, Member State shall notify Recipient in writing, substantially in the form of Schedule I (Form of Doses Offer Notice) (such notice, a "**Doses Offer Notice**"), with a copy to Janssen.

2.2 Such Doses Offer Notice shall in each case state which option is exercised (i.e. resale or donation), the quantities of Vaccine doses offered and any other terms and conditions (such other terms and conditions substantially in line with the Form of the Doses Offer Notice according to Schedule I). The quantities of Vaccine doses stated in the respective Doses Offer Notice(s) are hereinafter referred to as "**Offered Doses**".

2.3 Member State will specify in the respective Doses Offer Notice if it wishes to resell or donate doses. Only one option per Doses Offer Notice can be chosen.

2.4 Recipient shall notify Member State in writing, substantially in the form of Schedule II (Form of Doses Acceptance Notice) (such notice, a "**Doses Acceptance Notice**"), with a copy to Janssen, within [redacted] days of receiving a Doses Offer Notice whether it wishes to accept the Offered Doses.

2.5 The Doses Offer Notice, the timely issued Doses Acceptance Notice and the terms and conditions for resale and/or donation (as applicable in the respective case) pursuant to this Bilateral Agreement, shall together form a binding and enforceable agreement between Member State and Recipient, and the Offered Doses will thereafter become the "**Ordered Doses**".

3 IN THE CASE OF A RESALE OF DOSES: RESALE AND PURCHASE OF DOSES

3.1 In the case of resale of Ordered Doses by Member State to Recipient, the following provisions in this Section 3 shall apply.

3.2 Member State shall resell the Ordered Doses to Recipient and Recipient shall purchase and pay for the Ordered Doses in accordance with the terms of this Bilateral Agreement.

3.3 Recipient shall in consideration for the Ordered Doses pay a price per Vaccine dose to Member State (the "**Purchase Price**") which shall be equal to the price per dose paid to Janssen in accordance with the EU APA. This shall include both the price paid by Member State and, if applicable, the relevant part of the initial down payment paid by, and to be refunded to, the Commission.

3.4 The shelf life (official expiry date) of the Ordered Doses shall be no earlier than 31 May 2023.

3.5 All Ordered Doses delivered by Member State to Recipient shall be inspected by Recipient by means of (i) a customary visual inspection of the shipment (without opening secondary packaging) and (ii) by consulting the certificate of analysis accompanying each such Ordered Doses. If any of such inspections referenced above under (i) and (ii) reveal that any Ordered Doses delivered by Member State does not meet the applicable specifications (any such Vaccine, the "**Nonconforming COVID Vaccine**"), Recipient shall reject such Nonconforming COVID Vaccine by delivering a written notice (a "**Rejection Notice**") to Member State and Janssen describing, in reasonable detail, the alleged nonconformity and, if requested by Janssen, providing sample(s) of the alleged Nonconforming COVID Vaccine.

4 IN THE CASE OF DONATION OF DOSES: DONATION AND ACCEPTANCE OF DOSES

4.1 In the case of donation of Ordered Doses by Member State to Recipient, the following provisions in this section 4 shall apply.

4.2 Member State shall donate the Ordered Doses to Recipient, and Recipient shall accept and receive the Ordered Doses in accordance with the terms of this Bilateral Agreement.

4.3 Recipient agrees that:

a) the Ordered Doses will be used by the Recipient in the Recipient's territory solely for the purpose of vaccinating individuals in its territory, directly (through the Recipient) or indirectly (including through a third party engaged by the Recipient), against Covid-19 during the emergency pandemic response period; and
b) the Ordered Doses are not used by the Recipient after the Vaccine expiry date and, in the event the Recipient has any unadministered stock of the Ordered Doses on the Vaccine expiry date, the Recipient destroys such stock of unadministered Ordered Doses at its cost and provides Janssen with a certificate of destruction; and
c) it will adhere to cold chain requirements
d) has enacted a No Fault Compensation System [redacted] territoryand that such system is in full force and effect and will cover the Ordered Doses; and
e) it will comply with any deployment guidelines established by Janssen.

5 DELIVERY, TITLE AND RISK

5.1 If the agreed transportation alternative set out in the Form of Bilateral Agreement is alternative A, the following applies:

a) Member State shall deliver the Ordered Doses [redacted] to Recipient at the delivery point set out in the Form of Bilateral Agreement.
b) Member State shall be responsible for all documentation as well as taxes, fees and costs ("**Delivery Cost**") related to importation, handling and transportation of the Ordered Doses from Member State into Recipient Country territory and to the agreed delivery point. For clarity, the Delivery Cost does not include any costs incurred in the distribution of the Ordered Doses within Recipient Country territory from the agreed delivery point, which costs shall be entirely covered by Recipient; and
c) The Delivery Cost shall be reimbursed by Recipient to Member State in accordance with this Bilateral Agreement to the extent not reimbursed to Member State from funds of the European Civil Protection Mechanism.

5.2 If the agreed transportation alternative set out in the Form of Bilateral Agreement is alternative B, the following applies:

a) Member State shall deliver the Ordered Doses to Recipient [redacted] at the distribution hub in the Member State set out in the Form of Bilateral Agreement, on the delivery date specified in the Doses Offer Notice; and

b) Recipient shall be responsible for importation, handling and transportation, as well as all documentation and Delivery Cost related to importation, handling and transportation, of the Ordered Doses from Member State into Recipient Country territory.

5.3 Member State will provide Recipient with at least [redacted] days' notice of when the Ordered Doses will be delivered to Member State by Janssen, and thus available for pick-up by or delivery to Recipient.

5.4 The title to and the risk for the Ordered Doses shall, unless otherwise expressly stated in this Bilateral Agreement, pass from Member State to Recipient in accordance with the applicable Incoterm.

6 PAYMENT

6.1 Payment for the Ordered Doses including the Purchase Price (if applicable) and/or Delivery Cost (if applicable), shall be due and payable within [redacted] days following receipt of the issued invoice.

6.2 Member State has appointed the financing agency set out in the Form of Bilateral Agreement to issue invoices and demand payments under this Bilateral Agreement. Issued invoices under this Bilateral Agreement shall be addressed to the address set out in the Form of Bilateral Agreement.

6.3 Payments to Member State shall be made to the appointed financing agency of Member State. All payments to Member State under this Bilateral Agreement shall be made in Euro and by deposit and wire transfer of immediately available funds in the requisite amount to such bank account that Member State may from time to time designate by written notice to Recipient.

6.4 In the event that Recipient fails to pay any amount due under this Bilateral Agreement, interest will be charged from the due date until receipt of payment in accordance with the provisions of the law of the Member State.

7 OBLIGATIONS OF RECIPIENT

7.1 Except to the Principality of Liechtenstein pursuant to Section 7.2, Recipient shall not donate or resell Ordered Doses to other countries or public institutions or in any other way transfer or allow the transfer of any Ordered Doses out of Recipient Country without prior written consent from Member State.

7.2 The Ordered Doses will be used by Recipient (or, with respect to Ordered Doses donated and/or resold by Recipient to Liechtenstein, by the government of Liechtenstein) in (i) the sovereign territory of Recipient (or in an embassy, consulate or armed forces installation of Recipient outside of its sovereign territory but subject to its jurisdiction) or (ii) only with respect to Ordered Doses donated and/or resold by Recipient to Liechtenstein, the sovereign territory of Liechtenstein ((i) and (ii) collectively, the "**Territory**"), solely for the purpose of vaccinating individuals in the Territory, directly (through the Recipient or the government of Liechtenstein) or indirectly (including through a third party engaged by the Recipient or the government of Liechtenstein), against COVID-19 during the emergency pandemic response period.

7.3 The Ordered Doses shall not be used by Recipient (or, with respect to Ordered Doses donated and/or resold by Recipient to Liechtenstein, by the government of Liechtenstein) after the expiry date and, in the event Recipient (or, if applicable, the government of Liechtenstein) has any unadministered stock of the Ordered Doses on the expiry date, Recipient (or, if applicable, the government of Liechtenstein) shall destroy such stock of unadministered Ordered Doses at its cost and provide Janssen with a certificate of destruction.

7.4 Recipient hereby declares that it shall under all circumstances indemnify and hold Member State harmless from all claims and losses relating to or arising out of the use or administration of the Ordered Doses. Such indemnification will be available regardless of where and when the Ordered Doses are administered, where and when the claim is brought, where and when the injury occurs or is reported, and whether the claim of a defect originates from the distribution, administration and use, clinical testing or investigation, manufacture, labelling, formulation, packaging, donation, dispensing, prescribing or licensing of the Ordered Doses. [redacted]

7.5 If Janssen or any third-party demand claims or damages from Member State related to the use or administration of the Ordered Doses, Recipient has an obligation to indemnify and hold Member State harmless from all such claims and damages [redacted]

7.6 Recipient shall indemnify and hold harmless Member State for any claim or loss relating to or arising out of any breach by Recipient of the representations and warranties set out in Section 9.

7.7 Any VAT, taxes, import duties or other fees levied by the authorities in Recipient on the Ordered Doses ("**Import Taxes**") shall be paid by Recipient. Recipient shall indemnify Member State from any Import Taxes which may be charged to Member State.

7.8 If the agreed transportation alternative set out in the Form of Bilateral Agreement is alternative A, Recipient shall use its best reasonable efforts to assist Member State in obtaining any export or import licences or similar which may be required by Member State or EU authorities in connection with delivery of the Ordered Doses to Recipient Country territory.

8 LIMITATION OF LIABILITY

8.1 Unless otherwise expressly provided in this Bilateral Agreement, Member State shall, to the greatest extent permitted by law, have no liability for any damage or loss of any kind under or in connection with this Bilateral Agreement, regardless of how it was caused and whether such damage or loss was foreseeable or not at the time when the Bilateral Agreement was formed (even if advised of the possibility of such damage or loss).

8.2 To the extent Member State has a liability, such liability shall be limited and Member State shall not be liable for any special, indirect, incidental, consequential damage or loss of any kind, regardless of how it was caused and including but not limited to, loss of profit, loss of reputation or goodwill, loss of production, loss of business, loss of revenues or anticipated savings. [redacted]

9 REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Each Party represents, warrants and covenants to the other Party that:

a) the execution and delivery of this Bilateral Agreement and the performance of the transactions contemplated hereby have been duly authorized by all necessary action;
b) it has the power and authority to execute and deliver this Bilateral Agreement and to perform its obligations hereunder, including to satisfy the payment obligations hereunder;
c) this Bilateral Agreement has been duly executed and is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
d) it is not under any obligation, contractual or otherwise, to any Person or third party that conflicts with or is inconsistent in any material respect with the terms of this Bilateral Agreement or that would impede the complete fulfilment of its obligations under this Bilateral Agreement; and
e) it shall comply with all Laws that are applicable to its activities and operations under this Bilateral Agreement.

10 INFORMATION

10.1 Information that Member State has received as a Participating Member State shall be provided to Recipient to the extent Member State is not restricted to provide such information according to the EU APA, other undertakings towards Janssen or for any other justified and reasonably substantiated reasons.

11 CONFIDENTIALITY

11.1 The content of this Bilateral Agreement shall during the term of this Bilateral Agreement and [redacted]its termination or expiry be kept confidential and not be disclosed to any third party without the prior written consent of the other Party.

11.2 All information, whether oral or written, or in visual, electronic or tangible form, regarding or otherwise relating to a Party or to any of its affairs or other business matters, which has been disclosed or may be disclosed to the other Party (the "**Receiving Party**") or which the Receiving Party has or may otherwise become aware of in connection with the preparation, negotiation, entry into or performance of this Bilateral Agreement, shall during the term of this Bilateral Agreement and for [redacted]its termination or expiry for whatever reason be kept strictly confidential by the Receiving Party. During this time, the Receiving Party shall

not use the information for any other purpose than the purpose contemplated by this Bilateral Agreement or disclose the information to any third party without the prior written consent of the other Party. Such consent not to be unreasonably withheld.

11.3 The restrictions in Section 11.1 and 11.2 above shall not apply to information:

a) to the extent reasonably necessary to be used or disclosed by the Receiving Party in order for it to secure its interests against the other Party in connection with a dispute, controversy or claim arising out of or in connection with this Bilateral Agreement or to otherwise enforce its rights under this Bilateral Agreement;
b) that was generally available to the public at the time of its disclosure or which becomes so thereafter otherwise than as a consequence of a breach of this Bilateral Agreement;
c) that was already known to the Receiving Party or otherwise in its possession prior to the time of this Bilateral Agreement;
d) that was obtained by the Receiving Party in good faith without restriction from a third party; or
e) that the Receiving Party is required or entitled to disclose by law or any governmental or other regulatory authority or by any applicable contract or regulations of any applicable stock exchange or other marketplace; or
f) that Recipient shares:
(a) within the Swiss federal and cantonal administrations;
(b) with the authorities of the Principality of Liechtenstein; and
(c) with external logistics providers in the supply chain of the use and administration of the Vaccine in Recipient Country territory and Liechtenstein who (i) have a need to know such information in order to enable Recipient to perform its obligations or to exercise its rights under this Bilateral Agreement, (ii) are informed of the confidential nature of such information and (iii) use such information solely for a permitted purpose under this Bilateral Agreement.

11.4 The Party using or disclosing any information or documentation with reference to any of the exceptions in Section 11.3 above bears the burden of proof to establish that the relevant exception applies.

11.5 Notwithstanding the above, the Parties acknowledge that pursuant to mandatory law, this Bilateral Agreement or any other documents relating to this Bilateral Agreement, and all other documents that are drafted or received by or stored at the premises of the Member State government and/or the Recipient Country government, are official documents which are public unless there exists a legal ground to treat the document as confidential. The Member State government and the Recipient Country government can only refuse to disclose such documents on legal grounds.

11.6 Prior to public communication, the Parties shall inform each other and coordinate the timing of the public communication.

12 CHANGES AND ADDITIONS

12.1 Changes and additions to this Bilateral Agreement, including to this Section 12.1, must be made in writing and duly executed by the Parties.

13 TERMINATION

13.1 This Bilateral Agreement shall terminate concurrently with the EU APA, of which Member State shall promptly inform Recipient.

13.2 Upon termination, each Party shall (i) promptly erase all confidential information received from the other Party (to the extent possible and subject to the then applicable relevant exceptions stated in Section 11.3), and (ii) on request certify in writing to the other Party that it has complied with this Section 13.2.

13.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry.

14 PROVISIONS SEVERABLE

14.1 If any part of this Bilateral Agreement is held to be invalid or unenforceable, the validity and enforceability of the remainder of this Bilateral Agreement shall not be affected; however, the Parties shall attempt, through negotiations in good faith, to replace any part of this Bilateral Agreement so held to be invalid or unenforceable in order to give effect to the intentions of the Parties when signing this Bilateral Agreement.

15 COMMUNICATION DETAILS; NOTICES; REPRESENTATIVES

15.1 Any notice given under this Bilateral Agreement shall be made in writing and in English, shall refer to the Bilateral Agreement and shall be sent by either pre-paid recorded first class post/pre-paid airmail or courier to the principal office or registered office of the recipient or by electronic transmission to the addresses set forth in the Form of Agreement.

15.2 For the purpose of this Bilateral Agreement, Member State and Recipient have designated the persons referenced in the Form of Bilateral Agreement respectively as their duly appointed representatives ("**Representatives**").

15.3 In all dealings concerning this Bilateral Agreement, the Parties hereby represent and warrant that its Representative will have full power to execute, deliver, and receive on the Party's behalf all notices, requests and other communications and the Parties shall be entitled to act and rely upon any statement, request, notice or agreement made or given by such Representative. The Parties shall have the right, power and authority to replace appointed Representative upon written notice to the other Party stating that such prior Representative is being replaced and providing the name and relevant contact information for the replacing Representative.

16 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

16.1 This Bilateral Agreement shall be governed by the laws of Belgium without regard to any conflicts of law principles. The Parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

16.2 Dispute Resolution

a) In the event of a dispute arising under this Bilateral Agreement between the Parties, the Parties shall first refer such dispute to informal dispute resolution discussions between their respective Representatives. Each Party may initiate such informal dispute resolution

by sending written notice of the dispute to the other Party, and, within twenty (20) days of such notice, the Representatives (or their respective designees, which designee is required to have decision-making authority on behalf of such Party) shall meet and attempt to resolve the dispute by good faith negotiations.

b) Each Party irrevocably submits to the exclusive jurisdiction of the courts located in Brussels, Belgium to settle any dispute or claim which may arise under or in connection with this Bilateral Agreement or the legal relationships established by this Bilateral Agreement.

terms and conditions for the resale/donation pursuant to the Bilateral Agreement shall together form an agreement that is binding upon and enforceable against Member State.

Yours faith[redacted]

[redacted]

.....

For and on behalf of **The Republic of France**

Annex to Doses Offer Notice

Particulars of Offered Doses

Number of Offered Doses:	150,000
Batch no.:	[redacted]
Purchase Price per dose (if relevant):	[redacted]
Delivery date or expected delivery schedule:	[redacted]
Expected Delivery Cost to be covered by Recipient:	
Ancillary equipment required:	
[Other]:	Expiration date : [redacted]

SCHEDULE I: FORM OF DOSES OFFER NOTICE

To: The Swiss Federal Office of Public Health
Schwarzenburgstrasse 153
3097 Liebefeld, Switzerland
Attention: [redacted]
and
The Swiss Armed Forces Pharmacy
Worblentalstrasse 36
3063 Ittigen, Switzerland
Attention: [redacted]
("**Recipient**")

From: Santé publique France ("Member State")
12 rue du Val d'Osne 94415 Saint-Maurice
Attention: [redacted]

Copy: Janssen Pharmaceutica NV ("Janssen")
Turnhoutseweg 30
B-2340 Beerse, Belgium
Attention: [redacted]

By email

Saint-Maurice, 28 September 2021

Dear Madam/Sir

We refer to the bilateral dose sharing agreement dated 28 September 2021 between Member State and Recipient regarding resale/donation of the Vaccine (the "**Bilateral Agreement**").

Terms defined in the Bilateral Agreement have the same meaning when used in this notice unless otherwise defined.

Pursuant to Article 2.1 of the Bilateral Agreement, we hereby give notice that we wish to:

YES	**Resale:** The Offered Doses shall be resold by Member State to the Recipient, as governed by the terms set out in GTC Bilateral Art. 3. The Purchase Price is specified in the attached Annex.
NO	**Donate:** The Offered Doses shall be donated by Member State to the Recipient, as governed by the terms set out in GTC Bilateral Art. 4.

The details of the Offered Doses required by Article 2.2 of Bilateral Agreement are set out in the Annex to this Letter.

We acknowledge and agree that, in accordance with the Bilateral Agreement, upon receipt of a Doses Acceptance Notice from Recipient, this Doses Order Notice, the Doses Acceptance Notice and the

SCHEDULE II: FORM OF DOSES ACCEPTANCE NOTICE

To: Santé publique France ("**Member State**")
12 rue du Val d'Osne, 94415 Saint-Maurice
Attention: [redacted]

From: The Swiss Federal Office of Public Health
Schwarzenburgstrasse 153
3097 Liebefeld, Switzerland
Attention: [redacted]
and
The Swiss Armed Forces Pharmacy
Worblentalstrasse 36
3063 Ittigen, Switzerland
Attention: [redacted]
("**Recipient**")

Copy: Janssen Pharmaceutica NV ("**Janssen**")
Turnhoutseweg 30
B-2340 Beerse, Belgium
Attention: [redacted]

By email

Bern, 28 September 2021

Dear Madam/Sir

We refer to the bilateral dose sharing agreement dated 28 September 2021 between the Member State and Recipient regarding resale/donation of the Vaccine (the "**Bilateral Agreement**").

Terms defined in the Bilateral Agreement have the same meaning when used in this notice unless otherwise defined.

We hereby accept the Offered Doses (as set out in the Doses Offer Notice dated 28 September 2021) in accordance with Article 2.4 of the Bilateral Agreement.

We hereby confirm to the Member State and Janssen that the relevant governmental authorities in Recipient Country have granted all necessary approvals for the Vaccine.

We acknowledge and agree that, in accordance with the Bilateral Agreement, upon receipt of this Doses Acceptance Notice, the Doses Order Notice, the Doses Acceptance Notice and the terms and conditions for the resale/donation pursuant to the Bilateral Agreement shall together form an agreement that is binding upon and enforceable against Recipient, and Recipient shall pay the Purchase Price (in case of a resale) and Delivery Cost (as applicable) in accordance with the terms of the Bilateral Agreement.

Yours faithfully

.....

For and on behalf of Recipient

Swiss Confederation, represented by:

The Federal Office of Public Health

By: [redacted]

Name: Anne Lévy
Title: Director General

By: [redacted]

Name: Andrea Arz de Falco
Title: Vice-Director

The Swiss Armed Forces Pharmacy

By: [redacted]

Name: Thomas Süssli
Title: Chief of the Armed Forces

By: [redacted]

Name: Thomas Kaiser
Title: Chief of the Armed Forces Logistics Organisation