

**Pandemic Influenza Preparedness Framework for the sharing of influenza viruses and  
access to vaccines and other benefits (PIP Framework)**

**用于流感病毒共享与获及疫苗及其它利益的大流行性流感防范框架协议  
(PIP 框架协议)**

**Standard Material Transfer Agreement 2  
标准材料转让协议 2**

**Article 1. Parties to the Agreement  
第 1 条 协议双方**

China National Biotec Group Company Limited (hereinafter the “**Company**” or “**CNBG**”)  
15<sup>th</sup> Floor, Fortune Tower B  
No. 4 Huixin East Street  
Chaoyang District  
Beijing, China  
中国生物技术股份有限公司(以下简称“公司”或“中生股份”)  
地址：北京朝阳区惠新东街 4 号富盛大厦 B 座 15 层

and  
与

The World Health Organization (hereinafter “**WHO**”)  
20 avenue Appia  
1211 Geneva 27  
Switzerland  
世界卫生组织(以下简称“WHO”)  
20 avenue Appia  
1211 日内瓦 27  
瑞士

hereinafter together the “**Parties**” and each a “**Party**”  
以下合称“双方”，单独称为“一方”。

**Article 2. Subject Matter of the Agreement  
第 2 条 协议主旨**

PIP biological materials as defined in Section 4.1 of the PIP Framework (hereinafter “**Materials**”)  
transferred to the Company are subject to the provisions of this Agreement.  
框架协议第 4.1 节中定义了 PIP 生物材料（以下称“材料”），若材料转让给公司，需符  
合本协议的规定。

### Article 3. Definitions

#### 第3条 定义

- (a) Terms defined in Section 4 of the PIP Framework shall have the same meaning when used in the context of this Agreement.
- (a) 用于流感病毒共享与获及疫苗及其它利益的大流行性流感防范框架协议第4节中定义的术语当用于本协议上下文环境中时，具有相同含义。
- (b) Other terms as may be agreed by the Parties in writing.
- (b) 对于其他术语，双方可通过书面形式进行约定。
- (c) “Term Sheets” shall mean the terms and conditions describing the rights and obligations of each Party with regard to each of the Commitments (as defined below).
- (c) “条款清单”是指描述了各方涉及(以下定义的)各个承诺的权利和义务的条款。
- (d) For the purposes of this Agreement, the Company shall be construed to refer to not only CNBG, but also to any company within the CNBG group of companies or affiliates listed in the Term Sheets.
- (d) 就本协议而言，公司应被解释为不仅是指 CNBG，也指条款清单中所列出的 CNBG 集团内的任意公司或附属单位。

### Article 4. Obligations of WHO

#### 第4条 WHO 的义务

WHO will report to the Advisory Group any exceptional transfers of Materials authorized by the Director-General under Article 5.4 below.

WHO将向顾问小组报告在第5.4条规定之下的任何由总干事授权的材料例外转让。

### Article 5. Obligations of the Company

#### 第5条 公司的义务

**5.1** The Company agrees to comply with the commitments below (the “Commitments”), in accordance with the terms set out hereunder and in the Term Sheets annexed to this Agreement and forming an integral part thereof, including with respect to timetables established thereunder.

**5.1** 公司同意依据本协议项下规定的条款和本协议所附条款清单规定的条款以及构成本协议不可分割组成部分的条款履行以下承诺(“承诺”)，包括根据本协议规定的时间表。

**5.1.1** The Company, as a manufacturer of vaccines, commits to the following, subject to and in accordance with the respective Term Sheet with regard to each influenza pandemic during the term of this Agreement:

**5.1.1** 公司作为疫苗生产商，根据各个条款清单的规定就本协议期限期间大流行的流感做出以下承诺：

1. Donate eight percent (8%) of real time pandemic vaccine production to WHO (see Annex 1).
1. 向 WHO 捐赠实时疫苗产量的百分之八(8%)。

2. Reserve two percent (2%) of real time pandemic vaccine production at affordable prices to WHO (see Annex 2).
2. 保留大流行疫苗实时产量的百分之二(2%)以可负担的价格出售给 WHO(见附录 2)。

**5.2** The Company shall ensure that the Materials are handled in accordance with applicable WHO guidelines and national bio-safety standards.

**5.2** 公司应确保材料的处置符合 WHO 适用的指导准则和国家生物安全标准。

**5.3** If applicable, the Company shall appropriately acknowledge in presentations and publications, the contributions of WHO laboratories providing the Materials, using existing scientific guidelines.

**5.3** 如果适用, 公司应在宣讲物和出版物上对 WHO 实验室利用现有科学指导准则提供材料所做出的贡献予以适当致谢。

**5.4** The Company shall only further transfer the Materials if the prospective recipient has concluded a Standard Material Transfer Agreement (“SMTA”) with the World Health Organization. The Company shall report any such further transfers to the World Health Organization. The Director-General may, under exceptional circumstances, allow the Materials to be transferred to a prospective recipient while requesting this aforementioned recipient to enter into an SMTA. For the avoidance of doubt, such transfers are understood not to include provision by the Company of Materials for utilization on its behalf to entities under contract to the Company, provided that (a) the Materials are returned to the Company or destroyed, in accordance with appropriate bio-safety standards, at the end of utilization; and, (b) the Materials shall not be utilized by such entities for research, development or production other than as directed by the Company; and, (c) the Company shall, in such cases, remain fully responsible for the compliance by such entities of the obligations for handling the Materials in accordance with this Agreement.

**5.4** 只有在预期接收方已经与世界卫生组织达成标准材料转让协议的情况下, 公司才可进一步转让材料。公司应将任何进一步的转让报告给世界卫生组织。总干事可在例外情况下允许材料转让至预期接收方, 并同时要求此前述接收方签署标准材料转让协议。为免生疑义, 此等转让应被理解为不包括材料所属公司为与公司达成的合同项下实体提供的材料, 前提条件是: (a) 材料在使用结束时按照相应生物安全标准归还给公司或销毁, (b) 材料不得被此等实体用于公司规定的研究、开发或生产以外的研究、开发或生产, 以及(c)在此等情况下, 公司仍然完全有责任确保此等实体履行依据本协议处置材料的义务。

**5.5** The Company may exchange the Materials with any other holder of an SMTA concluded with the World Health Organization.

**5.5** 公司可与任何持有与世界卫生组织达成的标准材料转让协议的其他方互换材料。

## **Article 6. Term Sheets**

### **第 6 条 条款清单**

**6.1** The Term Sheets specify the terms for each of the Commitments in Article 5 above, and shall form Annexes 1 and 2 of the Agreement. The Annexes shall be an integral part of this Agreement.



6.1 条款清单应规定涉及以上第 5 条中每个承诺的条款，并且形成本协议的附录 1 和附录 2。这些附录为本协议不可分割的组成部分。

6.2 At the request of either Party at any time, but at a minimum every four (4) years from the signature of this Agreement, the Parties will review the provisions contained in the Term Sheets to evaluate if modification is necessary and the Term Sheets may be adapted by mutual agreement of the Parties as a result of such review. Any modification requested by either Party shall be discussed by the Parties in good faith and the Parties shall use best reasonable efforts to agree on such modifications within three months of starting such discussions.

6.2 在任一方随时提出请求的情况下，但自本协议签署后至少每四(4)年，双方需审核条款清单中所包括的规定，评估是否有必要进行修改，并且双方可通过互相达成一致根据此等审核修改条款清单。双方对任一方提出的任何修改应本着诚信的态度进行讨论，双方应尽一切合理努力在此等讨论开始后的三个月内就此等修改达成一致。

6.3 In case of an imminent risk of a pandemic, and at the latest upon declaration by WHO of a Phase 5 (as defined by the WHO definition of pandemic phases in place at the effective date of this Agreement), the Parties will review (and if necessary adapt) the Term Sheets with the objective of ensuring that all mechanisms are in place to enable the speedy implementation of the Commitments once a pandemic is declared. The Parties will also conduct an after action review of the Term Sheets after the end of a pandemic event.

6.3 如果存在发生大流行流感的显著风险，则最晚在 WHO 宣布进入第 5 阶段(WHO 在本协议生效日期定义的大流行阶段)后，双方应审核(并且如有必要修改)条款清单，旨在确保所有机制都实施到位，以实现在宣布发生大流行流感后承诺的快速履行。双方在大流行流感事件结束后还会开展条款清单的事后评审。

## **Article 7. Dispute Resolution**

### **第 7 条 争议解决**

7.1 If a dispute cannot be resolved after three-months from its beginning, through negotiations or other amicable, non-binding means of the Parties' choice, including conciliation, disputes shall be subject to, and finally settled under, binding arbitration on conditions that are mutually agreed by the Parties. The Parties agree that such conditions include use of the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be in Geneva. The arbitral proceedings shall be conducted in English.

7.1 如果争议自其开始后三个月内没有解决，则可由双方选择通过协商或其他友好非约束性方式，包括调解，按双方互相同意的条件通过仲裁并且最终通过具有约束力的仲裁解决。双方同意此等条件包括由依据国际商会仲裁规则任命的三名仲裁员组成的仲裁组采用此等规则。仲裁地点应为日内瓦。仲裁程序应采用英语进行。

7.2 Any matter relating to the interpretation or application of this Agreement which is not covered by its terms will be resolved by reference to the laws of Switzerland.

7.2 任何本协议条款未尽的涉及本协议解释或适用的事项将通过参考瑞士法律解决。

**Article 8. Liability and Indemnity**  
**第 8 条 责任和赔偿**

Provisions on liability and indemnity are contained in the relevant Term Sheets.  
关于责任和赔偿的条款包含在相关条款清单中。

**Article 9. Privileges and Immunity**  
**第 9 条 特权与豁免**

Nothing in or relating to these clauses shall imply the obligation of WHO to submit to any national legislation or jurisdiction, or be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

根据联合国大会 1947 年 11 月 21 日批准或按照任何国家或国际法律、公约或协定批准的专门机构特权与豁免公约，本协议中任何规定或涉及本协议的任何规定都不暗示着 WHO 有义务顺从与任何国家立法或行政管辖权机构或被视为是放弃 WHO 任何特权和豁免。

**Article 10. Name and Emblem and Provision of Information**  
**第 10 条 名称和标志及信息的提供**

**10.1** Except as otherwise explicitly provided in this Agreement, neither Party shall, in any statement or material of an advertising or promotional nature, refer to the relationship of the Parties under this Agreement, or otherwise use the other Party's name, acronym and/or emblem, without the prior written consent of that other Party.

**10.1** 除非本协议另有明确规定，否则在事先未经另一方书面同意的情况下，任一方都不得在任何声明或广告或促销性质的材料中提及本协议项下双方的关系，或另外使用该另一方的名称、同义词和/或标志。

**10.2** When information provided in the context of this Agreement is described by the Party providing it as confidential, the receiving Party will treat the information as strictly confidential and will only use the information for the purpose for which it was provided. The receiving Party undertakes to disclose any such confidential information only to persons who have a need to know and who are bound by like obligations of confidentiality and restrictions on use as contained herein.

**10.2** 当本协议正文中提供的信息被一方描述为作为机密信息提供之时，接收方应将此等信息作为严格保密的信息对待，并只能将此等信息用于提供此等信息所用于的目的。接收方承诺只将此等机密信息披露给需要知晓此等信息以及受到关于此等信息使用的保密和限制义务约束的个人。

**10.3** However, there will be no obligation of confidentiality or restriction on use where:

**10.3** 但以下情况不存在保密义务或使用限制：

- a) the information is publicly available, or becomes publicly available, otherwise than by action of the receiving Party; or



- a) 信息已经通过接收方行为以外的行为被公开或变为公开信息;或
- b) the information was already known to the receiving Party (as evidenced by its written records) prior to its receipt; or
- b) 信息在接收前已经(通过书面记录被证明)被接收方所知晓;或
- c) the information was received from a third party not in breach of an obligation of confidentiality; or
- c) 信息以没有违反保密义务的方式被第三方接收;或
- d) the receiving Party is required by law to disclose the information, provided that the receiving Party will immediately notify the disclosing Party in writing of such obligation and provide adequate opportunity to the disclosing Party to object to such disclosure or request of confidential treatment thereof.
- d) 法律要求接收方披露信息, 但接收方会立即以书面形式将此等义务通知给披露方, 并为披露方提供足够的机会反对此等披露或请求对此等信息进行保密。

#### **Article 11. Warranties**

##### **第 11 条 保证**

Each Party warrants to the other Party that it has the full power to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights and benefits granted by it to the other Party under this Agreement.

任一方向另一方保证, 其有完全的权利签署本协议, 以履行其在本协议项下的义务, 并将其授予的权利和效益授予给本协议项下的另一方。

#### **Article 12. Duration of Agreement**

##### **第 12 条 协议存续期**

This Agreement will become effective upon the signing by both Parties and shall remain in effect until 31 December 2031, unless terminated by either Party in accordance with Article 13 below. 本协议自双方签署后生效, 除非任一方根据以下第 13 条终止本协议, 否则有效期将至 2031 年 12 月 31 日。

#### **Article 13. Termination**

##### **第 13 条 终止**

**13.1** Either Party shall have the right to terminate this Agreement at any time with one hundred and eighty (180) days written notice to the other Party. If a pandemic occurs during such notice period, all obligations under this Agreement will survive and termination will take effect only after both fulfilment of the obligations by the Parties under the respective Term Sheet and the announcement of the end of the pandemic.

**13.1** 任一方都有权终止本协议，但必须提前一百八十(180)天书面通知另一方。如果在此等通知期间发生大流行流感，则本协议项下的所有义务仍然有效，只有在双方依据相应条款清单履行义务及大流行流感被宣布结束后本协议才可终止。

**13.2** In case of a termination of this Agreement by the Company, the Company shall, when such termination takes effect, immediately cease any and all use of any Materials and shall return to the provider or destroy (as advised by the provider) any such Materials.

**13.2** 如果公司终止本协议，则公司在此等终止生效之时应立即终止任何材料的任何和所有使用，并将任何此等材料归还给提供方或(按照提供方的建议)销毁。

#### **Article 14. Force Majeure** **第 14 条 不可抗力**

No Party shall be liable for any delay in the performance of or failure to perform its obligations under this Agreement, where such delay or failure is caused by Force Majeure (“**Force Majeure**” is defined in the relevant Term Sheets).

如果本协议项下任一方的义务的履行有任何延迟或未能履行此等任何义务，则如果此等延迟或未能履行是由不可抗力导致的(相关条款清单中给出了“不可抗力”的定义)，则该方不负有任何责任。

#### **Article 15. Miscellaneous** **第 15 条 其他**

**15.1** Any notice to be given between the Parties shall be effectively given if sent by letter, fax or similar means of communication, postage prepaid or charged to the sender and addressed to the other Party at the address shown below:

**15.1** 如果采用邮寄、传真或类似通信方式发送，则必须按邮资预付或由发送方支付邮资的方式将通知发送至位于以下地址的另一方：

- (a) If to WHO:
- (a) 如果接收方为WHO:

World Health Organization,  
20 Avenue Appia  
1211 Geneva 27  
Switzerland  
世界卫生组织  
20 Avenue Appia  
1211 日内瓦 27  
瑞士

Attention: PIP Framework Secretariat, with copy to [pipframework@who.int](mailto:pipframework@who.int)  
收件人: PIP 框架秘书处, 抄送至 [pipframework@who.int](mailto:pipframework@who.int)

- (b) If to the Company:  
如果接收方为公司:

China National Biotec Group Company Limited  
16 Floor, Fortune Tower B  
No. 4 Huixin East Street  
Chaoyang District  
Beijing, China  
中国生物技术股份有限公司(以下简称“公司”或“中生股份”)  
地址: 北京朝阳区惠新东街 4 号富盛大厦 B 座 16 层

Attention: Meng Li, with copies to: [limeng3@sinopharm.com](mailto:limeng3@sinopharm.com);  
[quliang@sinopharm.com](mailto:quliang@sinopharm.com)

收件人: 李萌, 抄送至 [limeng3@sinopharm.com](mailto:limeng3@sinopharm.com); [quliang@sinopharm.com](mailto:quliang@sinopharm.com)

**15.2** This Agreement, including any current or future Annexes, contains all the rights, obligations and terms made by the Parties in connection with the subject matter detailed herein. Any amendment of the Agreement, including any amendment of this section 15.2, is only valid if made in writing as an amendment to this Agreement and signed by authorized signatories of the Parties.

**15.2** 本协议包括任何当前或未来的附录, 包含了所有权利和义务以及双方就本协议内详细规定的标的物所做出的所有条款。只有在以书面形式对本协议作出修订和双方授权签署人签署的情况下本协议的任何修订包括本第 15.2 节的任何修订才有效。

**15.3** Should any part of this Agreement, including its Annexes, be or become void, ineffective or unenforceable for any reason, the validity of the remaining sections of this Agreement shall not be affected. In such a case, the ineffective section or sub-section shall be deemed as replaced by provisions achieving the purpose of this Agreement as far as possible.

**15.3** 如果本协议任何部分, 包括其附录因任何原因失效、无效或变得不可执行, 则不影响本协议其他章节的有效性。在此等情况下, 无效章节或子节应被视为被为尽可能实现本协议目的的条款代替。

## **Article 16. Signature and Acceptance**

### **第 16 条 签名和接受**

This Agreement is signed in both the English and Chinese languages. In the event of any inconsistency between the English and Chinese language versions, the English language version shall be the binding and authentic version.

本协议签署语言为中文、英文两个版本。在英文版本与中文版本出现不一致时, 英文版本应具有约束力且为权威版本。



In WITNESS whereof, this Agreement has been duly executed by the Parties.  
本协议由双方正式签署:


SIGNED for and on behalf of WHO  
WHO 代表

Signature 签名

Name 姓名: Dr. R. Bruce Aylward  
Title 职位: Executive Director a.i.  
Outbreaks and Health Emergencies and  
Special Representative of the  
Director-General for the Ebola Response

Date 日期:

SIGNED for and on behalf of China  
National Biotec Group Company  
Limited  
中国生物技术股份有限公司代表



Signature 签名

Name 姓名: Mr. Baokang Wei  
Title 职位: President and CEO of China National  
Biotec Group Company Limited

Date: 日期: May 23rd, 2016