



DEPARTMENT OF HEALTH NATIONAL TASK FORCE AGAINST COVID-19

JAN 2 0 2022

JOINT MEMORANDUM CIRCULAR No. 2021 2022 2021

SUBJECT:

Operational Guidelines for the Loaning of COVID-19 Vaccine Doses Between the National Government, Local Government Units, and Private Sector Entities

I. RATIONALE

The Coronavirus Disease 2019, otherwise known as COVID-19, has had huge impacts on the health of people with high mortality and morbidity not just in the Philippines but all over the world, both in developed and developing countries. The COVID-19 pandemic has posed a significant challenge to various sectors of society in our country and it continues to affect the lives of many Filipinos. This impact goes beyond the health system in view of its effects on the economy, with a tradeoff between disease response and socio-economic consequences, as strong measures of disease containment can restrain economic activity at least in the immediate period. These measures have had undesired and devastating effects on the economy and society, especially the poor, working-class, and vulnerable population.

Recognizing that COVID-19 response necessitates a continuum of services, the Philippines has adopted the Prevent, Detect, Isolate, Test, Treat, and Reintegrate (PDITR) Strategy, which remains to be the cornerstone of our national COVID-19 response. Effective preparedness and early response based on massive testing, extensive contact tracing, consistent tracking and isolation of cases, treatment without financial burden on patients, and coordinated responses of different government agencies have been the main efforts of the government. COVID-19 vaccines shall supplement the PDITR Strategy in order to curb the severity of the disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

Recognizing the current situation that the National Government, Local Government Units (LGUs), and/or Private Sector Entities will have an urgent need for the vaccine, and that other Parties have vaccine doses available, the parties may enter into a loan of a consumable thing. Thus, this operational guideline is issued to govern the mechanism for the loaning of vaccines will be facilitated by the Parties.

II. OBJECTIVES

This JMC shall provide operational guidelines in the facilitation of loaning of COVID-19 vaccine doses by and between the National Government, LGU, and/or the Private Entities. The COVID-19 Vaccine doses subject of these Guidelines are the vaccines procured, donated and/or obtained by the said entities, including those obtained through the COVAX Facility.

III. SCOPE AND COVERAGE

This shall apply to all concerned Department of Health (DOH) Bureaus and Services, Centers for Health Development (CHDs), and other attached agencies, Ministry of Health - Bangsamoro Autonomous Region in Muslim Mindanao (MOH-BARMM) pursuant to RA No. 11054, or the "Bangsamoro Organic Law," private sector entities, such as companies, industries, among others, all public and private health facilities, other relevant National Government Agencies (NGAs) who are members of the National Task Force against COVID-19 (NTF), LGUs, all others that are involved in the implementation of the COVID-19 Vaccination Program, and the Private Sector entities which have procured COVID-19 vaccines.

This Joint Memorandum Circular (JMC) covers the loaning of the subject vaccines that are already in the country, en route to the country, and the vaccines that are subject to confirmed orders entered through various Supply Agreements and Multiparty Agreements although still in the custody of vaccine manufacturers. All vaccines must have valid Emergency Use Authorization (EUA) from the Food and Drug Administration (FDA).

Moreover, these guidelines shall provide the relevant processes and necessary steps to guide all entities.

IV. DEFINITION OF TERMS

- A. Letter of Information refers to a document signifying intent by either the national government, local government unit and private sector entity to loan its COVID-19 vaccines. It is concurred to by the identified recipient, as well as by the NTF and the DOH.
- **B.** Loan refers to the act of either the national government, local government unit and private sector entity delivering the vaccines upon the condition that the same amount of the same kind and quality shall be replaced.
- C. Lender refers to either the National Government, Local Government Unit or the Private Entity who loans COVID-19 vaccines
- **D. Borrower** refers to either the National Government, Local Government Unit or the Private Entity who borrows COVID-19 vaccines

V. GENERAL GUIDELINES

- A. All loans shall be based on the actual expressed needs of recipients.
- B. All loans shall be vaccines with valid and existing EUA issued by the FDA.
- C. All loan transactions of COVID-19 vaccines shall require a confirmation from the DOH and NTF and other relevant agencies before shipment and acceptance by the recipients.
- **D.** All loans shall be encoded in the DOH COVID 19 Vaccines allocation list and Inventory for accountability and transparency purposes, and shall be

guided by the process flow.

E. The pharmacovigilance obligations and post-authorization commitments for the loaned vaccines shall remain with the holder of the EUA in accordance with FDA Circular No. 2020-036.

Following Section V.C.vi. of the DOH-NTF JMC No. 2021 - 0001 "Procedures on the Procurement and Distribution of COVID-19 Vaccines for Private Entities", the loaning, storage, transport, deployment, and administration of COVID-19 vaccines through the COVID-19 Vaccination Program by the private entities shall be exempt from customs duties, value-added tax, excise tax, donor's tax, and other fees; Provided, that the vaccines shall not be intended for resale or other commercial use and shall be distributed without consideration from persons to be vaccinated. Any transfer of vaccines allowed by this Circular shall not be deemed for a resale, commercial use, or distribution of the vaccines. Any such transfer shall be entitled to the treatment provided under Sec. 11 of Republic Act No. 11525.

- **F.** The Lender has the duty to ensure that the Supply Agreement, from where the COVID-19 vaccines to be loaned will be sourced, does not prohibit the buyer/purchaser from loaning the COVID-19 vaccines to another entity.
- **G.** The responsibility of facilitating the entry of vaccines into the Philippines will still be with the identified party in the Supply Agreement.
- **H.** The Borrower has the duty to ensure that the subject vaccines to be returned shall be of the same brand and of good quality.
- I. All existing relevant guidelines of the DOH relative to the implementation and roll-out of the COVID-19 Vaccination Program shall be complied with including improving vaccination coverage of priority vulnerable groups such as A1, A2, and A3.
- **J.** No provision in this JMC should be interpreted as an approval or authorization for the loaned vaccines to be exported from or brought out of the Philippines territory.

VI. SPECIFIC GUIDELINES

A. Loaning of the COVID-19 vaccine doses

- The lender may engage in an arrangement with either the private entity, LGU or the National Government. The lender is strongly recommended to consider the capacity of the borrower to accommodate the vaccines, particularly in the cold chain management and adequacy of Vaccination Teams.
- 2. The lender shall submit two (2) signed original copies of the Letter of Information (LOI) (Annex A) signifying its intent to loan to a specific entity. The LOI shall be addressed to the NTF and the DOH, through the NVOC, copy furnishing the FDA and the vaccine manufacturer through the local EUA holder. Loan quantity shall consider minimal handling of vaccines and thus follow vaccine

packing quantities as much as possible.

- Upon receipt of the LOI from the lender, the NTF and the DOH, through the Vaccine Czar and the Secretary of Health or any other officer authorized to sign on their behalf, shall evaluate, approve and sign the LOI and return one (1) fully signed copy to the Lender and Borrower.
- 4. Once the corresponding LOI is received by the parties, they may then accomplish the Agreement for the Loan of COVID-19 Vaccines (Annex B) and for the Acknowledgement of the Return/Replacement of the Loaned COVID-19 Vaccines (Annex C), copy furnished the DOH and NTF. Concurrently, the lender may then proceed with the delivery and distribution of the loaned vaccines.
- 5. The lender and borrower are not prohibited from initiating any offers/requests pursuant to this JMC, provided that the local EUA holder will confirm that the parties have an existing order of COVID-19 vaccines which are still in custody of the manufacturer. If the COVID-19 vaccines are from the COVAX facility and donations from other countries, the local EUA holder shall provide confirmation of the tentative date of deliveries.
- All ancillary immunization supplies, logistics, handling and storage
 of the loaned COVID-19 vaccines shall be considered and included
 in the arrangement.

B. Delivery and/or Distribution of COVID-19 Vaccines

 The Third-Party Logistics (3PL) service provider to deliver/pick - up the COVID-19 vaccines from the 3PL Warehouse of the lender shall be decided among the parties following the specific vaccine manufacturer's guidelines for and national policies on the transport of the relevant COVID-19 vaccines.

Furthermore, the 3PL service provider shall inform the DOH through the Supply Chain Management Service (SCMS), NVOC, Regional Vaccination Operations Center (RVOC), Local Vaccination Operations Center (LVOC) prior to delivery and submit Daily Distribution Reports to the SCMS and NVOC.

- Relevant national policies on the acceptance of COVID-19 vaccines in the cold storage facilities and on the disposal of healthcare waste shall be followed.
- 3. The lender shall continually coordinate with the borrower for the necessary arrangements for the processing, release, and turn-over of the loaned vaccines. Likewise, the borrower shall ensure that the arrangements for the return of the loaned vaccines are properly communicated with the lender.

C. Recording and Utilization of Loaned COVID-19 Vaccines

- 1. In compliance with DOH DM No. 2021 0152, the LGU/Private Sector entity shall submit a VAR (Annex D) to the DOH through the SCMS copy furnishing the relevant CHD, which shall likewise include these in its Daily Distribution Report.
- 2. The NVOC through its Secretariat and the SCMS shall take note of these loan transactions and record this in its database for monitoring and vaccine allocation purposes.
- 3. LGU/Private Sector entity recipients shall include and consume these loaned COVID-19 vaccines in its COVID-19 vaccination program following current national policies on vaccine administration and disposal and in its daily inventory of COVID-19 vaccines.

VII. SEPARABILITY CLAUSE

If any part, section, or provision of this issuance is held invalid or unconstitutional, the remaining parts or provisions not affected thereby shall remain in full force and effect.

VIII. REPEALING CLAUSE

All orders, rules, regulations, and other related issuances inconsistent with or contrary to this issuance are hereby repealed, amended, or modified accordingly. All other provisions of existing issuances that are not affected by this issuance shall remain valid and in effect.

IX. **EFFECTIVITY**

This issuance shall take effect immediately after its publication in the Official Gazette or in a national newspaper of general circulation, with three (3) certified copies to be filed with the Office of the National Administrative Register (ONAR) of the University of the Philippines Law Center. This shall remain in full force during the period of the state of calamity as declared under Proclamation No. 929, which was extended by Proclamation No. 1021 unless otherwise rescinded or revised.

X. RETROACTIVE EFFECT

The JMC shall be given retroactive effect to cover all loans and similar transactions entered into by the Parties prior to the adaption of this JMC.

FRANCISCO T. DUQUE III

Secretary of Health

un CARLITO G. GALVEZ, JR.

Secretary of the Office of the Presidential Adviser on the Peace Process Vaccine Czar, National Task Force Against

COVID-19

ANNEX A.1 LETTER OF INFORMATION FOR PRIVATE TO LGU

MM/DD/YYYY

SECRETARY FRANCISCO T. DUQUE, III, MD, MSc

Chair, Inter-Agency Task Force for the Management of Emerging and Infectious Diseases

SECRETARY CARLITO G. GALVEZ, JR.

Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)

<LOCAL GOVERNMENT OFFICIAL>

<Designation>

<Local Government Unit>

Dear Ma'am/Sirs:

Good day!

I, the undersigned, a duly authorized representative of <u>(name of company/corporation /organization)</u> write this Letter of Information to express and convey the interest and intent of our company/corporation/organization to <u>loan</u> our <u>(no.)</u> vaccine doses with brand/label <u>(name of brand/label)</u> to the local government unit/s (LGU/s) hereunder provided:

8			

We have decided to loan the aforementioned <u>(name of brand/label)</u> vaccine doses to the herein provided and identified LGU/s as we are not, at present, in immediate need of the said vaccine doses.

We have already administered the initial inoculation of all our employees and/or designated persons as provided for in Republic Act No.11525 and its IRR and defined under DOH-NTF Joint Memorandum Circular No. 2021-001, and we are not yet in the immediate need of the said vaccines within the period of interval before the administration of the second dose.

This loan is being done in order to avoid wastage and further, in consideration of the more immediate and pressing need of the herein provided and identified LGU/s for the subject vaccine doses to successfully implement their respective vaccination program/s.

Sincerely,

<NAME OF PROPONENT>

<DESIGNATION> <COMPANY>

CONFORME:

<LOCAL
GOVERNMENT
OFFICIAL>
<Designation>

FRANCISCO T. DUQUE III, MD, MSc Secretary, Department of Health CARLITO G. GALVEZ, JR.
Secretary, Office of the Presidential
Adviser on the Peace Process
Chief Implementer and Vaccine
Czar, National Task Force Against
COVID-19 (NTF)

cc: VIVENCIO B. DIZON

Secretary, Presidential Adviser on Flagship Programs and Projects Deputy Chief Implementer, National Action Plan against COVID-19

MYRNA C. CABOTAJE, MD, MPH, CESO III

Undersecretary, DOH Field Implementation and Coordination Team - NCR and North Luzon Chair, National COVID-19 Vaccine Operations Center

MA. CAROLINA VIDAL-TAIÑO, CPA, MGM, CESO I

Undersecretary, DOH Procurement and Supply Chain Management Team

ROLANDO ENRIQUE D. DOMINGO

Director General, Food and Drug Administration

LOCAL EUA HOLDER

ANNEX A.2 LETTER OF INFORMATION FOR PRIVATE ENTITY TO NATIONAL GOVERNMENT

MM/DD/YYYY

SECRETARY FRANCISCO T. DUQUE, III, MD, MSc

Chair, Inter-Agency Task Force for the Management of Emerging and Infectious Diseases

SECRETARY CARLITO G. GALVEZ, JR.

Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF) Dear Ma'am/Sirs: Good day! I, the undersigned, a duly authorized representative of (name of company/corporation /organization) write this Letter of Information to express and convey the interest and intent of our company/corporation/organization to loan our (no.) vaccine doses with brand/label (name of brand/label) to the National Government hereunder provided: NUMBER OF DOSES

We have decided to loan the aforementioned (name of brand/label) vaccine doses to the National Government as we are not, at present, in immediate need of the said vaccine doses.

We have already administered the initial inoculation of all our employees and/or designated persons as provided for in Republic Act No.11525 and its IRR and defined under DOH-NTF Joint Memorandum Circular No. 2021-001, and we are not yet in immediate need of the said vaccines within the period of interval before the administration of the second dose.

This loan is being done in order to avoid wastage and further, in consideration of the more immediate and pressing need of the National Government for the subject vaccine doses to successfully implement their respective vaccination program/s.

Sincerely,

<NAME OF PROPONENT> <DESIGNATION> <COMPANY>

CONFORME:

FRANCISCO T. DUQUE III, MD, MSc

Secretary, Department of Health

CARLITO G. GALVEZ, JR.

Secretary, Office of the Presidential Adviser on the Peace Process Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)

cc: VIVENCIO B. DIZON

Secretary, Presidential Adviser on Flagship Programs and Projects Deputy Chief Implementer, National Action Plan against COVID-19

MYRNA C. CABOTAJE, MD, MPH, CESO III

Undersecretary, DOH Field Implementation and Coordination Team - NCR and North Luzon Chair, National COVID-19 Vaccine Operations Center

MA. CAROLINA VIDAL-TAIÑO, CPA, MGM, CESO I

Undersecretary, DOH Procurement and Supply Chain Management Team

ROLANDO ENRIQUE D. DOMINGO

Director General, Food and Drug Administration

LOCAL EUA HOLDER

ANNEX A.3 LETTER OF INFORMATION FOR PRIVATE ENTITY TO PRIVATE ENTITY

MM/DD/YYYY

SECRETARY FRANCISCO T. DUQUE, III, MD, MSc

Chair, Inter-Agency Task Force for the Management of Emerging and Infectious Diseases

SECRETARY CARLITO G. GALVEZ, JR.

Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)

<a urr > <a>urr > <a urr > <a>urr > <a urr > <a>urr > <a>

- <Designation>
- <Company>

Dear Ma'am/Sirs:

Good day!

I, the undersigned, a duly authorized representative of <u>(name of company/corporation /organization)</u> write this Letter of Information to express and convey the interest and intent of our company/corporation/organization to <u>loan</u> our <u>(no.)</u> vaccine doses with brand/label <u>(name of brand/label)</u> to the private entity/ies hereunder provided:

NAME OF PRIVATE ENTITY	NUMBER OF DOSES

We have decided to loan the aforementioned <u>(name of brand/label)</u> vaccine doses to the herein provided and identified private entity/ie as we are not, at present, in immediate need of the said vaccine doses.

We have already administered the initial inoculation of all our employees and/or designated persons as provided for in Republic Act No.11525 and its IRR and defined under DOH-NTF Joint Memorandum Circular No. 2021-001, and we are not yet in the immediate need of the said vaccines within the period of interval before the administration of the second dose.

This loan is being done in order to avoid wastage and further, in consideration of the more immediate and pressing need of the herein provided and identified private entity/ies for the subject vaccine doses to successfully implement their respective vaccination program/s.

Sincerely,

<NAME OF PROPONENT>

<DESIGNATION>

<COMPANY>

CONFORME:

<AUTHORIZED
PRIVATE ENTITY
REPRESENTATIVE>
<Designation>

FRANCISCO T. DUQUE III, MD, MSc Secretary, Department of Health CARLITO G. GALVEZ, JR.
Secretary, Office of the Presidential
Adviser on the Peace Process
Chief Implementer and Vaccine
Czar, National Task Force Against
COVID-19 (NTF)

cc: VIVENCIO B. DIZON

Secretary, Presidential Adviser on Flagship Programs and Projects Deputy Chief Implementer, National Action Plan against COVID-19

MYRNA C. CABOTAJE, MD, MPH, CESO III

Undersecretary, DOH Field Implementation and Coordination Team - NCR and North Luzon Chair, National COVID-19 Vaccine Operations Center

MA. CAROLINA VIDAL-TAIÑO, CPA, MGM, CESO I

Undersecretary, DOH Procurement and Supply Chain Management Team

ROLANDO ENRIQUE D. DOMINGO

Director General, Food and Drug Administration

LOCAL EUA HOLDER

ANNEX A.4 LETTER OF INFORMATION FOR LGU TO NATIONAL GOVERNMENT

MM/DD/YYYY

SECRETARY FRANCISCO T. DUQUE, III, MD, MSc

Chair, Inter-Agency Task Force for the Management of Emerging and Infectious Diseases

SECRETARY CARLITO G. GALVEZ, JR.

Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)

Dear *Ma'am/Sirs*:

Good day!

I, the undersigned, a duly authorized representative of *(name of company/corporation / organization)* write this Letter of Information to express and convey the interest and intent of our company/corporation/organization to **loan** our *(no.)* vaccine doses with brand/label *(name of brand/label)* to the National Government hereunder provided:

We have decided to loan the aforementioned <u>(name of brand/label)</u> vaccine doses to the National Government as we are not, at present, in immediate need of the said vaccine doses.

We have already administered the initial inoculation of all our employees and/or designated persons as provided for in Republic Act No.11525 and its IRR and defined under DOH-NTF Joint Memorandum Circular No. 2021-001, and we are not yet in immediate need of the said vaccines within the period of interval before the administration of the second dose.

This loan is being done in order to avoid wastage and further, in consideration of the more immediate and pressing need of the National Government for the subject vaccine doses to successfully implement their respective vaccination program/s.

Sincerely,

<NAME OF PROPONENT>
<DESIGNATION>
<LOCAL GOVERNMENT UNIT>

CONFORME:

FRANCISCO T. DUQUE III, MD, MSc

Secretary, Department of Health

CARLITO G. GALVEZ, JR.

Secretary, Office of the Presidential Adviser on the Peace Process Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)

cc: VIVENCIO B. DIZON

Secretary, Presidential Adviser on Flagship Programs and Projects Deputy Chief Implementer, National Action Plan against COVID-19

MYRNA C. CABOTAJE, MD, MPH, CESO III

Undersecretary, DOH Field Implementation and Coordination Team - NCR and North Luzon Chair, National COVID-19 Vaccine Operations Center

MA. CAROLINA VIDAL-TAIÑO, CPA, MGM, CESO I

Undersecretary, DOH Procurement and Supply Chain Management Team

ROLANDO ENRIQUE D. DOMINGO

Director General, Food and Drug Administration

LOCAL EUA HOLDER

ANNEX A.5 LETTER OF INFORMATION FOR LGU TO LGU

MM/DD/YYYY

SECRETARY FRANCISCO T. DUQUE, III, MD, MSc

Chair, Inter-Agency Task Force for the Management of Emerging and Infectious Diseases

SECRETARY CARLITO G. GALVEZ, JR.

Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)

<LOCAL GOVERNMENT OFFICIAL>

<Designation>

<Local Government Unit >

Dear Ma'am/Sirs:

Good day!

I, the undersigned, a duly authorized representative of <u>(name of company/corporation /organization)</u> write this Letter of Information to express and convey the interest and intent of our company/corporation/organization to <u>loan</u> our <u>(no.)</u> vaccine doses with brand/label <u>(name of brand/label)</u> to the local government unit/s (LGU/s) hereunder provided:

	NAME OF LGU	N <u>UMBER OF DOSES</u>	
8			
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We have decided to loan the aforementioned <u>(name of brand/label)</u> vaccine doses to the herein provided and identified LGU/s as we are not, at present, in immediate need of the said vaccine doses.

We have already administered the initial inoculation of all our employees and/or designated persons as provided for in Republic Act No.11525 and its IRR and defined under DOH-NTF Joint Memorandum Circular No. 2021-001, and we are not yet in the immediate need of the said vaccines within the period of interval before the administration of the second dose.

This loan is being done in order to avoid wastage and further, in consideration of the more immediate and pressing need of the herein provided and identified LGU/s for the subject vaccine doses to successfully implement their respective vaccination program/s.

Sincerely,

<NAME OF PROPONENT>

<DESIGNATION>

<LOCAL GOVERNMENT UNIT>

CONFORME:

<LOCAL
GOVERNMENT
OFFICIAL>
<Designation>

FRANCISCO T. DUQUE III, MD, MSc Secretary, Department of Health CARLITO G. GALVEZ, JR.
Secretary, Office of the Presidential
Adviser on the Peace Process
Chief Implementer and Vaccine
Czar, National Task Force Against
COVID-19 (NTF)

cc: VIVENCIO B. DIZON

Secretary, Presidential Adviser on Flagship Programs and Projects Deputy Chief Implementer, National Action Plan against COVID-19

MYRNA C. CABOTAJE, MD, MPH, CESO III

Undersecretary, DOH Field Implementation and Coordination Team - NCR and North Luzon Chair, National COVID-19 Vaccine Operations Center

MA. CAROLINA VIDAL-TAIÑO, CPA, MGM, CESO I

Undersecretary, DOH Procurement and Supply Chain Management Team

ROLANDO ENRIQUE D. DOMINGO

Director General, Food and Drug Administration

LOCAL EUA HOLDER

ANNEX A.6 LETTER OF INFORMATION FOR LGU TO PRIVATE ENTITY

MM/DD/YYYY

SECRETARY FRANCISCO T. DUQUE, III, MD, MSc

Chair, Inter-Agency Task Force for the Management of Emerging and Infectious Diseases

SECRETARY CARLITO G. GALVEZ, JR.

Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)

<AUTHORIZED PRIVATE ENTITY REPRESENTATIVE>

<Designation>

<Company>

Dear Ma'am/Sirs:

Good day!

I, the undersigned, a duly authorized representative of <u>(name of company/corporation /organization)</u> write this Letter of Information to express and convey the interest and intent of our company/corporation/organization to <u>loan</u> our <u>(no.)</u> vaccine doses with brand/label <u>(name of brand/label)</u> to the private entity/ies hereunder provided:

NAME OF PRIVATE ENTITY	NUMBER OF DOSES
,	

We have decided to loan the aforementioned <u>(name of brand/label)</u> vaccine doses to the herein provided and identified private entity/ie as we are not, at present, in immediate need of the said vaccine doses.

We have already administered the initial inoculation of all our employees and/or designated persons as provided for in Republic Act No.11525 and its IRR and defined under DOH-NTF Joint Memorandum Circular No. 2021-001, and we are not yet in the immediate need of the said vaccines within the period of interval before the administration of the second dose.

This loan is being done in order to avoid wastage and further, in consideration of the more immediate and pressing need of the herein provided and identified private entity/ies for the subject vaccine doses to successfully implement their respective vaccination program/s.

Sincerely,

<NAME OF PROPONENT>

<DESIGNATION>

<LOCAL GOVERNMENT UNIT>

CONFORME:

<AUTHORIZED PRIVATE ENTITY REPRESENTATIVE> Obesignation>

FRANCISCO T. DUQUE III, MD, MSc Secretary, Department of Health

CARLITO G. GALVEZ, JR.
Secretary, Office of the Presidential
Adviser on the Peace Process
Chief Implementer and Vaccine
Czar, National Task Force Against
COVID-19 (NTF)

cc: VIVENCIO B. DIZON

Secretary, Presidential Adviser on Flagship Programs and Projects Deputy Chief Implementer, National Action Plan against COVID-19

MYRNA C. CABOTAJE, MD, MPH, CESO III

Undersecretary, DOH Field Implementation and Coordination Team - NCR and North Luzon Chair, National COVID-19 Vaccine Operations Center

MA. CAROLINA VIDAL-TAIÑO, CPA, MGM, CESO I

Undersecretary, DOH Procurement and Supply Chain Management Team

ROLANDO ENRIQUE D. DOMINGO

Director General, Food and Drug Administration

LOCAL EUA HOLDER

ANNEX A.7 LETTER OF INFORMATION FOR NATIONAL GOVERNMENT TO PRIVATE

MM/DD/YYYY

<authorized entity="" private="" re<="" th=""><th>PRESENTATIVE></th></authorized>	PRESENTATIVE>
<designation></designation>	
<company></company>	
Dear Ma'am/Sirs:	
Good day!	
mechanistic directiva. ✓ or other control of the	
/organization) write this Letter of Information	resentative of <u>(name of company/corporation</u> ation to express and convey the interest and ration to <u>loan</u> our <u>(no.)</u> vaccine doses with rate entity/ies hereunder provided:
NAME OF PRIVATE ENTITY	NUMBER OF DOSES
	

We have decided to loan the aforementioned <u>(name of brand/label)</u> vaccine doses to the herein provided and identified private entity/ie as we are not, at present, in immediate need of the said vaccine doses.

We have already administered the initial inoculation of all our employees and/or designated persons as provided for in Republic Act No.11525 and its IRR and defined under DOH-NTF Joint Memorandum Circular No. 2021-001, and we are not yet in the immediate need of the said vaccines within the period of interval before the administration of the second dose.

This loan is being done in order to avoid wastage and further, in consideration of the more immediate and pressing need of the herein provided and identified private entity/ies for the subject vaccine doses to successfully implement their respective vaccination program/s.

Sincerely,

CARLITO G. GALVEZ, JR.

Secretary, Office of the Presidential Adviser on the Peace Process Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)

FRANCISCO T. DUQUE III, MD, MSc

Secretary, Department of Health

CONFORME:

<AUTHORIZED
PRIVATE ENTITY
REPRESENTATIVE>

<Designation>

cc: VIVENCIO B. DIZON

Secretary, Presidential Adviser on Flagship Programs and Projects Deputy Chief Implementer, National Action Plan against COVID-19

MYRNA C. CABOTAJE, MD, MPH, CESO III

Undersecretary, DOH Field Implementation and Coordination Team - NCR and North Luzon Chair, National COVID-19 Vaccine Operations Center

MA. CAROLINA VIDAL-TAIÑO, CPA, MGM, CESO I

Undersecretary, DOH Procurement and Supply Chain Management Team

ROLANDO ENRIQUE D. DOMINGO

Director General, Food and Drug Administration

LOCAL EUA HOLDER

ANNEX A.8 LETTER OF INFORMATION FOR NATIONAL GOVERNMENT TO LGU

	MM/DD/YYYY
<pre><local government="" official=""> <designation></designation></local></pre>	
<local government="" unit=""></local>	
Dear Ma'am/Sirs:	
Good day!	
I, the undersigned, a duly authorized represent /organization) write this Letter of Information intent of our company/corporation/organization brand/label (name of brand/label) to the local provided:	to express and convey the interest and to <u>loan</u> our <u>(no.)</u> vaccine doses with
NAME OF LGU	N <u>UMBER OF DOSES</u>

We have decided to loan the aforementioned <u>(name of brand/label)</u> vaccine doses to the herein provided and identified LGU/s as we are not, at present, in immediate need of the said vaccine doses.

We have already administered the initial inoculation of all our employees and/or designated persons as provided for in Republic Act No.11525 and its IRR and defined under DOH-NTF Joint Memorandum Circular No. 2021-001, and we are not yet in the immediate need of the said vaccines within the period of interval before the administration of the second dose.

This loan is being done in order to avoid wastage and further, in consideration of the more immediate and pressing need of the herein provided and identified LGU/s for the subject vaccine doses to successfully implement their respective vaccination program/s.

Sincerely,

CARLITO G. GALVEZ, JR.

Secretary, Office of the Presidential Adviser on the Peace Process Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)

FRANCISCO T. DUQUE III, MD, MSc

Secretary, Department of Health

CONFORME:

<LOCAL
GOVERNMENT
OFFICIAL>
<Designation>

cc:

VIVENCIO B. DIZON

Secretary, Presidential Adviser on Flagship Programs and Projects Deputy Chief Implementer, National Action Plan against COVID-19

MYRNA C. CABOTAJE, MD, MPH, CESO III

Undersecretary, DOH Field Implementation and Coordination Team - NCR and North Luzon Chair, National COVID-19 Vaccine Operations Center

MA. CAROLINA VIDAL-TAIÑO, CPA, MGM, CESO I

Undersecretary, DOH Procurement and Supply Chain Management Team

ROLANDO ENRIQUE D. DOMINGO

Director General, Food and Drug Administration

LOCAL EUA HOLDER

ANNEX B.1 AGREEMENT FOR THE LOAN OF COVID-19 VACCINES BETWEEN PRIVATE ENTITY AND NATIONAL GOVERNMENT

AGREEMENT FOR THE LOAN OF COVID-19 VACCINES

KNOW ALL MEN BY THESE PRESENTS

the City o	of	or the Loan of COVII , this day of	O-19 Vaccines is made and executed in 2021 by and between (hereinafter,
the Agre	eement"):		
ado	sting under th dress at	ne laws of the Repul	corporation duly organized and blic of the Philippines, with office, represented by its, and hereinafter referred to as
		- and	
Aga Resc Secr Hea	inst COVID-1 clution No. 1 retary Carlito (lth, represente	9 ("NTF") created by 5 issued on 25 Ma G. Galvez, Jr. as Vac d by Secretary France	rough the National Task Force y virtue of Interagency Task Force arch 2020, represented herein by cine Czar, and the Department of cisco T. Duque III as Department to as the "SECOND PARTY".
	Collectively,	, both shall be called t	the "PARTIES".
		- WITNE	SSETH -
ordered) d	oses of COVID _Vaccine"),pr	-19 vaccines manufac rocured and brough	nd is the owner of (total number of dose etured byxxx (hereinafter, that into the Philippines through and in ement entered into on;
the initial i	noculation of a c Act No. 115	all of its employees ar	tilized its doses of to undertakend/or designated persons as provided for the Rules and Regulations and defined No. 2021-0001;
designated do vaccine m	persons, as a oses of theanufacturer's	foresaid, the FIRST Vaccine, for wl	oculation of all of its employees and/or PARTY presently retains an inventory of hich it has no immediate need given the interval between the first and second

WHEREAS, while the SECOND PARTY had likewise previously placed an order for the supply of doses of the Vaccine, said doses of Vaccines are not expected to arrive in the country until sometime in as manifested by the vaccine manufacturer;)
WHEREAS, in recognition of the pressing need of the SECOND PARTY for the immediate supply of COVID-19 vaccine doses for the successful implementation of its own vaccination program, and in the interest of ensuring that no COVID-19 vaccines presently in the country are put to waste, the FIRST PARTY has expressed its willingness to loan the available COVID-19 vaccines in its existing inventory to the SECOND PARTY, subject to the terms and conditions hereinafter set forth;	8
NOW THEREFORE , for and in consideration of the foregoing premises and the mutual covenants hereunder stated, the parties hereto hereby agree as follows:	[
 a. The FIRST PARTY hereby loans doses of its Vaccine to and in favor of the SECOND PARTY, effective immediately upon the execution of this Agreement; 	f
b. The SECOND PARTY hereby warrants and commits that as and when its own order ofVaccine doses arrive in the country, it shall correspondingly undertake to return the same brand of COVID-19 vaccines in the total amount of doses in whole or in tranches, to and in favor of the FIRST PARTY.	ì
c. The SECOND PARTY solely undertakes to return the afore-mentioned doses and shall directly coordinate with the FIRST PARTY as to the estimated date of arrival of the replacement doses.	
d. The PARTIES shall furnish a copy of the LOI and of this Agreement to the Departmen of Health ("DOH") and the National Task Force ("NTF").	t
e. Both parties hereto hereby commit and undertake to execute such documents and perform such other acts and deeds as may now or hereafter be necessary or convenient to give ful effect to the stated purposes of this Agreement.	
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the date and	i
place first above written.	
<authorized carlito="" duque="" francisco="" g.="" galvez,="" jr.<="" p="" t.=""></authorized>	

<AUTHORIZED
PRIVATE ENTITY
REPRESENTATIVE>

<Designation>

<Name of Company>

FRANCISCO T. DUQUE III, MD, MSc Secretary, Department of Health

Secretary, Office of the Presidential Adviser on the Peace Process Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)

ACKNOWLEDGMENT

CITY OF	To the first the desired and the second of t	
day of	, a Notary Public for and in the City of t	ppeared the following
Name	Govt. Issued Identification	Date/Place of Issue
Agreement for Tempo inclusive of the page of	ently identified by me to be the person rary Reallocation of Vaccines consisting on which this Acknowledgment is written the same is their free and voluntary act at sons represented.	ng of (_) pages, en, and who acknowledged and
IN WITNESS V place first above writter	WHEREOF, I have hereunto set my han	d and notarial seal the date and
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Series of 2021.		

ANNEX B.2 AGREEMENT FOR THE LOAN OF COVID-19 VACCINES BETWEEN PRIVATE ENTITY AND LGU

AGREEMENT FOR THE LOAN OF COVID-19 VACCINES

KNOW ALL MEN BY THESE PRESENTS

This Agreement for the Loan of COVID-19 Vaccines is made and executed in the City of, this day of 2021 by and between (hereinafter,
the "Agreement"):
- and -
, a local government unit (LGU) duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at, represented by its
the "SECOND PARTY".
Collectively, both shall be called the "PARTIES".
- WITNESSETH -
WHEREAS, the FIRST PARTY has secured and is the owner of (total number of doses ordered) doses of COVID-19 vaccines manufactured byxxx (hereinafter, the "Vaccine"), procured and brought into the Philippines through and ir accordance with the multiparty/tripartite agreement entered into on;
WHEREAS, the FIRST PARTY has partially utilized its doses of Vaccine to undertake the initial inoculation of all of its employees and/or designated persons as provided for in Republic Act No. 11525 and its Implementing Rules and Regulations and defined under DOH-NTF Joint Memorandum Circular No. 2021-0001;
WHEREAS, having completed the initial inoculation of all of its employees and/or designated persons, as aforesaid, the FIRST PARTY presently retains an inventory of doses of the Vaccine, for which it has no immediate need given the vaccine manufacturer's recommended time interval between the first and second inoculation of doses of the Vaccine;

WHEREAS, while the SECOND PARTY had likewise previously placed an order for the supply of doses of the Vaccine, said doses of Vaccines are not expected to arrive in the country until sometime in as manifested by the vaccine manufacturer;
WHEREAS, in recognition of the pressing need of the SECOND PARTY for the immediate supply of COVID-19 vaccine doses for the successful implementation of its own vaccination program, and in the interest of ensuring that no COVID-19 vaccines presently in the country are put to waste, the FIRST PARTY has expressed its willingness to loan the available COVID-19 vaccines in its existing inventory to the SECOND PARTY, subject to the terms and conditions hereinafter set forth;
NOW THEREFORE , for and in consideration of the foregoing premises and the mutua covenants hereunder stated, the parties hereto hereby agree as follows:
 a. The FIRST PARTY hereby loans doses of its Vaccine to and in favor of the SECOND PARTY, effective immediately upon the execution of this Agreement;
b. The SECOND PARTY hereby warrants and commits that as and when its own order of Vaccine doses arrive in the country, it shall correspondingly undertake to return the same brand of COVID-19 vaccines in the total amount of doses in whole or in tranches, to and in favor of the FIRST PARTY.
c. The SECOND PARTY solely undertakes to return the afore-mentioned doses and shall directly coordinate with the FIRST PARTY as to the estimated date of arrival of the replacement doses.
d. The PARTIES shall furnish a copy of the LOI and of this Agreement to the Departmen of Health ("DOH") and the National Task Force ("NTF").
e. Both parties hereto hereby commit and undertake to execute such documents and perform such other acts and deeds as may now or hereafter be necessary or convenient to give ful effect to the stated purposes of this Agreement.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the date and place first above written.
<name company="" of=""> Sy: <name lgu="" of=""> By:</name></name>
<pre><name authorized="" of="" signatory=""> <designation> </designation></name></pre> <pre><name lgu="" of="" official=""> <designation></designation></name></pre>

ACKNOWLEDGMENT

	HE PHILIPPINES)	
CITY OF) S.S.	
BEFORE M	IE, a Notary Public for and in the City	of , this
day of	2021, personally a	appeared the following
individuals, with t	2021, personally a cheir government issued identification	as follows:
Name	Govt. Issued Identification	Date/Place of Issue
 		
Agreement for Tempinclusive of the page	ciently identified by me to be the person porary Reallocation of Vaccines consists to on which this Acknowledgment is write the same is their free and voluntary act a ersons represented.	ing of (_) pages, ten, and who acknowledged and
IN WITNESS	WHEREOF, I have hereunto set my har	nd and notarial seal the date and
place first above writt		AND THE PROPERTY OF THE PROPER
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ANNEX B.3 AGREEMENT FOR THE LOAN OF COVID-19 VACCINES BETWEEN PRIVATE ENTITY AND PRIVATE ENTITY

AGREEMENT FOR THE LOAN OF COVID-19 VACCINES

KNOW ALL MEN BY THESE PRESENTS

This Agreement for the Loan of COVID-19 \ the City of, this day of2 the "Agreement"):	
existing under the laws of the Republic o address at	_, represented by its
"FIRST PARTY";	
- and -	
existing under the laws of the Republic o address at	
Collectively, both shall be called the "F	PARTIES".
- WITNESSET	Н-
WHEREAS, the FIRST PARTY has secured and is to ordered) doses of COVID-19 vaccines manufactured "Vaccine"), procured and brought into accordance with the multiparty/tripartite agreement	byxxx (hereinafter, the o the Philippines through and in
WHEREAS, the FIRST PARTY has partially utili undertake the initial inoculation of all of its employerovided for in Republic Act No. 11525 and its In and defined under DOH-NTF Joint Memorandum Company (1997).	oyees and/or designated persons as applementing Rules and Regulations
WHEREAS, having completed the initial inoculat designated persons, as aforesaid, the FIRST PART doses of the Vaccine, for which it has r manufacturer's recommended time interval betwee doses of the Vaccine;	Y presently retains an inventory of no immediate need given the vaccine

WHEREAS, while the SECOND PARTY had likewise previously placed an order for the

arrive		as manifested by the vaccine	
imme own v preser willin	diate supply of COVID-19 vaccine dose vaccination program, and in the interes of the country are put to waste	need of the SECOND PARTY for the state of the successful implementation of its tof ensuring that no COVID-19 vaccines e, the FIRST PARTY has expressed its vaccines in its existing inventory to the ditions hereinafter set forth;	
covena	NOW THEREFORE , for and in considerants hereunder stated, the parties hereto hereb	tion of the foregoing premises and the mutual by agree as follows:	
a.	The FIRST PARTY hereby loans the SECOND PARTY, effective immediatel	doses of itsVaccine to and in favor of y upon the execution of this Agreement;	
b.	The SECOND PARTY hereby warrants and commits that as and when its own order ofVaccine doses arrive in the country, it shall correspondingly undertake to return the same brand of COVID-19 vaccines in the total amount of doses in whole or in tranches, to and in favor of the FIRST PARTY.		
c.	The SECOND PARTY solely undertakes to return the afore-mentioned doses and shall directly coordinate with the FIRST PARTY as to the estimated date of arrival of the replacement doses.		
d.	The PARTIES shall furnish a copy of the LOI and of this Agreement to the Department of Health ("DOH") and the National Task Force ("NTF").		
e.	Both parties hereto hereby commit and undertake to execute such documents and perform such other acts and deeds as may now or hereafter be necessary or convenient to give full effect to the stated purposes of this Agreement.		
place f	IN WITNESS WHEREOF, the parties he first above written.	ereto have hereunto set their hand the date and	
	<name company="" of=""> By:</name>	<name company="" of=""> By:</name>	
	<pre><name authorized="" of="" signatory=""> <designation></designation></name></pre>	<name authorized="" of="" signatory=""> <designation></designation></name>	

ACKNOWLEDGMENT

REPUBLIC OF TH	IE PHILIPPINES)) S.S.	
day of _	(E, a Notary Public for and in the City 2021, personally a heir government issued identification	appeared the following
Name	Govt. Issued Identification	Date/Place of Issue
		-
Agreement for Tempinclusive of the page	ciently identified by me to be the person orary Reallocation of Vaccines consist on which this Acknowledgment is write the same is their free and voluntary act arrsons represented.	ing of (_) pages, ten, and who acknowledged and
IN WITNESS place first above writt	WHEREOF, I have hereunto set my har en.	nd and notarial seal the date and
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ANNEX B.4 AGREEMENT FOR THE LOAN OF COVID-19 VACCINES BETWEEN LGU AND NATIONAL GOVERNMENT

AGREEMENT FOR THE LOAN OF COVID-19 VACCINES

KNOW ALL MEN BY THESE PRESENTS

KNOW ALL MEN BITHESE PRESENTS
This Agreement for the Loan of COVID-19 Vaccines is made and executed in the City of, this day of 2021 by and between (hereinafter,
the "Agreement"):
, a local government unit (LGU) duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at, represented by its, and hereinafter referred to as
the "FIRST PARTY".
- and -
The Republic of the Philippines, through the National Task Force Against COVID-19 ("NTF") created by virtue of Interagency Task Force Resolution No. 15 issued on 25 March 2020, represented herein by Secretary Carlito G. Galvez, Jr. as Vaccine Czar, and the Department of Health, represented by Secretary Francisco T. Duque III as Department of Health Secretary hereinafter referred to as the "SECOND PARTY".
Collectively, both shall be called the "PARTIES".
- WITNESSETH -
WHEREAS, the FIRST PARTY has secured and is the owner of (total number of dos ordered) doses of COVID-19 vaccines manufactured byxxx (hereinafter, t "Vaccine"), procured and brought into the Philippines through and accordance with the multiparty/tripartite agreement entered into on
WHEREAS, the FIRST PARTY has partially utilized its doses of Vaccine undertake the initial inoculation of all of its employees and/or designated persons provided for in Republic Act No. 11525 and its Implementing Rules and Regulatio and defined under DOH-NTF Joint Memorandum Circular No. 2021-0001;
WHEREAS, having completed the initial inoculation of all of its employees and/designated persons, as aforesaid, the FIRST PARTY presently retains an inventory doses of the Vaccine, for which it has no immediate need given the vacci manufacturer's recommended time interval between the first and second inoculation doses of the Vaccine;

WHEREAS, while the SECOND PARTY had likewise previously placed an order for the supply of doses of the Vaccine, said doses of Vaccines are not expected to arrive in the country until sometime in as manifested by the vaccine manufacturer;		
WHEREAS, in recognition of the pressing need of the SECOND PARTY for the immediate supply of COVID-19 vaccine doses for the successful implementation of its own vaccination program, and in the interest of ensuring that no COVID-19 vaccines presently in the country are put to waste, the FIRST PARTY has expressed its willingness to loan the available COVID-19 vaccines in its existing inventory to the SECOND PARTY, subject to the terms and conditions hereinafter set forth;		
NOW THEREFORE , for and in consideration of the foregoing premises and the mutual covenants hereunder stated, the parties hereto hereby agree as follows:		
 a. The FIRST PARTY hereby loans doses of its Vaccine to and in favor of the SECOND PARTY, effective immediately upon the execution of this Agreement; 		
b. The SECOND PARTY hereby warrants and commits that as and when its own order ofVaccine doses arrive in the country, it shall correspondingly undertake to return the same brand of COVID-19 vaccines in the total amount of doses in whole or in tranches, to and in favor of the FIRST PARTY.		
c. The SECOND PARTY solely undertakes to return the afore-mentioned doses and shall directly coordinate with the FIRST PARTY as to the estimated date of arrival of the replacement doses.		
d. The PARTIES shall furnish a copy of the LOI and of this Agreement to the Department of Health ("DOH") and the National Task Force ("NTF").		
e. Both parties hereto hereby commit and undertake to execute such documents and perform such other acts and deeds as may now or hereafter be necessary or convenient to give full effect to the stated purposes of this Agreement.		
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the date and place first above written.		
CARLITO G. GALVEZ, JR. GOVERNMENT OFICIAL> FRANCISCO T. DUQUE CARLITO G. GALVEZ, JR. Secretary, Office of the Presidential Adviser on the Peace Process		

<Designation> <Local Government Unit>

Health

Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)

ACKNOWLEDGMENT

REPUBLIC OF THE PH		
day of	Notary Public for and in the City 2021, personally a overnment issued identification	appeared the following
Name	Govt. Issued Identification	Date/Place of Issue
Agreement for Temporary inclusive of the page on w	identified by me to be the personal Reallocation of Vaccines consists which this Acknowledgment is written is their free and voluntary act represented.	ting of () pages, tten, and who acknowledged and
IN WITNESS WHE place first above written.	EREOF, I have hereunto set my ha	nd and notarial seal the date and
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ANNEX B.5 AGREEMENT FOR THE LOAN OF COVID-19 VACCINES BETWEEN LGU AND LGU

AGREEMENT FOR THE LOAN OF COVID-19 VACCINES

KNOW ALL MEN BY THESE PRESENTS

the Ci			-19 Vaccines is made and executed in 2021 by and between (hereinafter,
the "A	greement"):	, this day of	2021 by and between (heremarter,
	,		
		a local govern	mont unit (I CII) duly organized
			ment unit (LGU) duly organized e Republic of the Philippines with
	office address a	it	, represented by its
		,	, represented by its _, and hereinafter referred to as
	the "FIRST PART	Υ".	
		- and -	
	- I so tata a los est		ment unit (LGU) duly organized
			e Republic of the Philippines with
	office address a		, represented by its _, and hereinafter referred to as
	the "SECOND PA	RTY".	, and referrance referred to as
	Collectively,	both shall be called the	ne "PARTIES".
		- WITNES	SETH -
orderec	l) doses of COVID- Vaccine"), pro	19 vaccines manufact ocured and brought	d is the owner of (total number of doses ured byxxx (hereinafter, the into the Philippines through and in ment entered into on;
underta provide	ake the initial inocued for in Republic	ulation of all of its e Act No. 11525 and i	utilized its doses of Vaccine to mployees and/or designated persons as ts Implementing Rules and Regulations am Circular No. 2021-0001;
designa manufa	ted persons, as aformation and a second seco	oresaid, the FIRST P Vaccine, for which it l aded time interval be	culation of all of its employees and/or ARTY presently retains an inventory of has no immediate need given the vaccine tween the first and second inoculation of

supply arrive	y of doses of the Vaccine, said dos	kewise previously placed an order for the es of Vaccines are not expected to as manifested by the vaccine	
imme own v preser willin	diate supply of COVID-19 vaccine dose vaccination program, and in the interest to waste	need of the SECOND PARTY for the s for the successful implementation of its of ensuring that no COVID-19 vaccines e, the FIRST PARTY has expressed its vaccines in its existing inventory to the ditions hereinafter set forth;	
covena	NOW THEREFORE , for and in considerants hereunder stated, the parties hereto hereb	tion of the foregoing premises and the mutual by agree as follows:	
a.	The FIRST PARTY hereby loans the SECOND PARTY, effective immediately	doses of itsVaccine to and in favor of y upon the execution of this Agreement;	
b.	The SECOND PARTY hereby warrants and commits that as and when its own order ofVaccine doses arrive in the country, it shall correspondingly undertake to return the same brand of COVID-19 vaccines in the total amount of doses in whole or in tranches, to and in favor of the FIRST PARTY.		
c.		o return the afore-mentioned doses and shall Y as to the estimated date of arrival of the	
d.	. The PARTIES shall furnish a copy of the LOI and of this Agreement to the Department of Health ("DOH") and the National Task Force ("NTF").		
f.	Both parties hereto hereby commit and undertake to execute such documents and perform such other acts and deeds as may now or hereafter be necessary or convenient to give full effect to the stated purposes of this Agreement.		
place f	IN WITNESS WHEREOF, the parties he first above written.	reto have hereunto set their hand the date and	
	<name lgu="" of=""> By:</name>	<name lgu="" of=""> By:</name>	
	<name lgu="" of="" official=""> <designation></designation></name>	<name lgu="" of="" official=""> <designation></designation></name>	

ACKNOWLEDGMENT

REPUBLIC OF TH	E PHILIPPINES)) S.S.	
day of	E, a Notary Public for and in the City 2021, personally a neir government issued identification	appeared the following
Name	Govt. Issued Identification	Date/Place of Issue
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Agreement for Temp inclusive of the page	iently identified by me to be the person orary Reallocation of Vaccines consist on which this Acknowledgment is written the same is their free and voluntary act arons represented.	ing of (_) pages, ten, and who acknowledged and
IN WITNESS place first above writte	WHEREOF, I have hereunto set my haren.	nd and notarial seal the date and
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Series of 2021		

ANNEX B.6 AGREEMENT FOR THE LOAN OF COVID-19 VACCINES BETWEEN LGU AND PRIVATE ENTITY

AGREEMENT FOR THE LOAN OF COVID-19 VACCINES

KNOW ALL MEN BY THESE PRESENTS

This Agreement for the Loan of COVID-19 Vaccines is made and executed in
the City of, this day of 2021 by and between (hereinafter, the "Agreement"):
, a local government unit (LGU) duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at, represented by its, and hereinafter referred to as the "FIRST PARTY".
- and -
existing under the laws of the Republic of the Philippines, with office address at, represented by its
"SECOND PARTY"; and hereinafter referred to as
SECOND TARTT,
Collectively, both shall be called the "PARTIES".
- WITNESSETH -
WHEREAS, the FIRST PARTY has secured and is the owner of (total number of doses ordered) doses of COVID-19 vaccines manufactured byxxx (hereinafter, the "Vaccine"), procured and brought into the Philippines through and in accordance with the multiparty/tripartite agreement entered into on;
WHEREAS, the FIRST PARTY has partially utilized its doses of Vaccine to undertake the initial inoculation of all of its employees and/or designated persons as provided for in Republic Act No. 11525 and its Implementing Rules and Regulations and defined under DOH-NTF Joint Memorandum Circular No. 2021-0001;
WHEREAS, having completed the initial inoculation of all of its employees and/or designated persons, as aforesaid, the FIRST PARTY presently retains an inventory of doses of the Vaccine, for which it has no immediate need given the vaccine manufacturer's recommended time interval between the first and second inoculation of doses of the Vaccine;
WHEREAS, while the SECOND PARTY had likewise previously placed an order for the

willingness to loan the available COVID-19 vaccines in its existing inventory SECOND PARTY, subject to the terms and conditions hereinafter set forth; **NOW THEREFORE**, for and in consideration of the foregoing premises and the recovenants hereunder stated, the parties hereto hereby agree as follows: **a. The FIRST PARTY hereby loans doses of its Vaccine to and in far the SECOND PARTY, effective immediately upon the execution of this Agreement; **b. The SECOND PARTY hereby warrants and commits that as and when its own or Vaccine doses arrive in the country, it shall correspondingly undertake to the same brand of COVID-19 vaccines in the total amount of doses in whim tranches, to and in favor of the FIRST PARTY. **c. The SECOND PARTY solely undertakes to return the afore-mentioned doses and directly coordinate with the FIRST PARTY as to the estimated date of arrival replacement doses. **d. The PARTIES shall furnish a copy of the LOI and of this Agreement to the Departure of the doses.**
 a. The FIRST PARTY hereby loans doses of its Vaccine to and in far the SECOND PARTY, effective immediately upon the execution of this Agreement; b. The SECOND PARTY hereby warrants and commits that as and when its own or Vaccine doses arrive in the country, it shall correspondingly undertake to the same brand of COVID-19 vaccines in the total amount of doses in whim tranches, to and in favor of the FIRST PARTY. c. The SECOND PARTY solely undertakes to return the afore-mentioned doses and directly coordinate with the FIRST PARTY as to the estimated date of arrival replacement doses. d. The PARTIES shall furnish a copy of the LOI and of this Agreement to the Depart
 b. The SECOND PARTY hereby warrants and commits that as and when its own or Vaccine doses arrive in the country, it shall correspondingly undertake to the same brand of COVID-19 vaccines in the total amount of doses in whim tranches, to and in favor of the FIRST PARTY. c. The SECOND PARTY solely undertakes to return the afore-mentioned doses and directly coordinate with the FIRST PARTY as to the estimated date of arrival replacement doses. d. The PARTIES shall furnish a copy of the LOI and of this Agreement to the Depart
directly coordinate with the FIRST PARTY as to the estimated date of arrival replacement doses.d. The PARTIES shall furnish a copy of the LOI and of this Agreement to the Depa
of Health ("DOH") and the National Task Force ("NTF").
e. Both parties hereto hereby commit and undertake to execute such documents and posuch other acts and deeds as may now or hereafter be necessary or convenient to give effect to the stated purposes of this Agreement.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the da
place first above written.
<name company="" of=""> <name lgu="" of=""></name></name>
By: By:
<pre><name authorized="" of="" signatory=""> <designation></designation></name></pre> <pre><name lgu="" of="" official=""> <designation></designation></name></pre>

ACKNOWLEDGMENT

CITY OF	E PHILIPPINES)) S.S.	
day of	E, a Notary Public for and in the City 2021, personally a eir government issued identification a	ppeared the following
Name	Govt. Issued Identification	Date/Place of Issue
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11 11 11 11 11 11 11 11 11 11 11 11 11	· ·	
Agreement for Tempo inclusive of the page of	ently identified by me to be the person rary Reallocation of Vaccines consistion which this Acknowledgment is writted he same is their free and voluntary act a sons represented.	ing of (_) pages, ten, and who acknowledged and
IN WITNESS V	WHEREOF, I have hereunto set my han	nd and notarial seal the date and
		NOTARY PUBLIC
Doc No Page No Book No Series of 2021.		

ANNEX B.7 AGREEMENT FOR THE LOAN OF COVID-19 VACCINES BETWEEN NATIONAL GOVERNMENT AND LGU

AGREEMENT FOR THE LOAN OF COVID-19 VACCINES

KNOW ALL MEN BY THESE PRESENTS

This Agreemen the City of	t for the Loan of COV	ID-19 Vaccines is made and executed in 2021 by and between (hereinafter,
the "Agreement"):		
Against COVID Resolution No. Secretary Carlite Health, represer	1-19 ("NTF") created let 15 issued on 25 M o G. Galvez, Jr. as Vanted by Secretary Fran	through the National Task Force by virtue of Interagency Task Force farch 2020, represented herein by accine Czar, and the Department of acisco T. Duque III as Department d to as the "FIRST PARTY".
	- and	1-
office address	virtue of the laws of	ernment unit (LGU) duly organized the Republic of the Philippines with, represented by its, and hereinafter referred to as
Collective	ely, both shall be called	the "PARTIES".
	- WITNI	ESSETH -
ordered) doses of COV	ID-19 vaccines manufa	and is the owner of (total number of doses actured byxxx (hereinafter, the d brought into the Philippines through and ipartite agreement entered into on
VHEREAS, having co lesignated persons, as	aforesaid, the FIRST Vaccine, for which inended time interval b	noculation of all of its employees and/or PARTY presently retains an inventory of it has no immediate need given the vaccine petween the first and second inoculation of
upply of doses of the	Vaccine, said do	likewise previously placed an order for the ses of Vaccines are not expected to as manifested by the vaccine

manufacturer;

WHEREAS, in recognition of the pressing need of the SECOND PARTY for the immediate supply of COVID-19 vaccine doses for the successful implementation of its own vaccination program, and in the interest of ensuring that no COVID-19 vaccines presently in the country are put to waste, the FIRST PARTY has expressed its willingness to loan the available COVID-19 vaccines in its existing inventory to the SECOND PARTY, subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereunder stated, the parties hereto hereby agree as follows:

- a. The FIRST PARTY hereby loans ______ doses of its _____ Vaccine to and in favor of the SECOND PARTY, effective immediately upon the execution of this Agreement;
 b. The SECOND PARTY hereby warrants and commits that as and when its own order of _____ Vaccine doses arrive in the country, it shall correspondingly undertake to return the same brand of COVID-19 vaccines in the total amount of _____ doses in whole or in tranches, to and in favor of the FIRST PARTY.
- c. The SECOND PARTY solely undertakes to return the afore-mentioned doses and shall directly coordinate with the FIRST PARTY as to the estimated date of arrival of the replacement doses.
- d. Both parties hereto hereby commit and undertake to execute such documents and perform such other acts and deeds as may now or hereafter be necessary or convenient to give full effect to the stated purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the date and place first above written.

<LOCAL GOVERNMENT OFICIAL>

<Designation>
<Local Government
Unit>

FRANCISCO T. DUQUE
III, MD, MSc
Secretary Department of

Secretary, Department of Health CARLITO G. GALVEZ, JR.
Secretary, Office of the Presidential
Adviser on the Peace Process
Chief Implementer and Vaccine
Czar, National Task Force Against
COVID-19 (NTF)

ACKNOWLEDGMENT

REPUBLIC OF THE	EPHILIPPINES)) S.S.	
day of	, a Notary Public for and in the City 2021, personally a eir government issued identification a	ppeared the following
<u>Name</u>	Govt. Issued Identification	Date/Place of Issue
Agreement for Tempo inclusive of the page of	ntly identified by me to be the perso rary Reallocation of Vaccines consisti on which this Acknowledgment is writt ne same is their free and voluntary act a ons represented.	ng of (_) pages, ten, and who acknowledged and
IN WITNESS V place first above writter	VHEREOF, I have hereunto set my han	d and notarial seal the date and
Doc No Page No Book No Series of 2021.		NOTARY PUBLIC

ANNEX B.8 AGREEMENT FOR THE LOAN OF COVID-19 VACCINES BETWEEN NATIONAL GOVERNMENT AND PRIVATE ENTITY

AGREEMENT FOR THE LOAN OF COVID-19 VACCINES

KNOW ALL MEN BY THESE PRESENTS

		ID-19 Vaccines is made and executed in 2021 by and between (hereinafter,
the "Agreement"):		•
Against COVID- Resolution No. Secretary Carlito Health, represent	19 ("NTF") created 15 issued on 25 M G. Galvez, Jr. as Vated by Secretary Fran	through the National Task Force by virtue of Interagency Task Force Iarch 2020, represented herein by accine Czar, and the Department of ncisco T. Duque III as Department d to as the "FIRST PARTY".
	- and	1 -
office address	virtue of the laws of	ernment unit (LGU) duly organized the Republic of the Philippines with, represented by its, and hereinafter referred to as
Collectivel	y, both shall be called	the "PARTIES".
	- WITN	ESSETH -
ordered) doses of COVI "Vaccine"), of	D-19 vaccines manufa lonated/procured an	and is the owner of (total number of dose actured byxxx (hereinafter, the d brought into the Philippines through and ripartite agreement entered into or
designated persons, as doses of the	aforesaid, the FIRST _ Vaccine, for which ended time interval l	noculation of all of its employees and/or PARTY presently retains an inventory or it has no immediate need given the vaccine between the first and second inoculation or incomplete.
supply of doses of the	Vaccine, said do	likewise previously placed an order for the oses of Vaccines are not expected to

manufacturer;

WHEREAS, in recognition of the pressing need of the SECOND PARTY for the immediate supply of COVID-19 vaccine doses for the successful implementation of its own vaccination program, and in the interest of ensuring that no COVID-19 vaccines presently in the country are put to waste, the FIRST PARTY has expressed its willingness to loan the available COVID-19 vaccines in its existing inventory to the SECOND PARTY, subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereunder stated, the parties hereto hereby agree as follows:

- a. The FIRST PARTY hereby loans ______ doses of its _____ Vaccine to and in favor of the SECOND PARTY, effective immediately upon the execution of this Agreement;
 b. The SECOND PARTY hereby warrants and commits that as and when its own order of _____ Vaccine doses arrive in the country, it shall correspondingly undertake to return the same brand of COVID-19 vaccines in the total amount of _____ doses in whole or in tranches, to and in favor of the FIRST PARTY.
- c. The SECOND PARTY solely undertakes to return the afore-mentioned doses and shall directly coordinate with the FIRST PARTY as to the estimated date of arrival of the replacement doses.
- d. Both parties hereto hereby commit and undertake to execute such documents and perform such other acts and deeds as may now or hereafter be necessary or convenient to give full effect to the stated purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the date and place first above written.

<AUTHORIZED
PRIVATE ENTITY
REPRESENTATIVE>

<Designation>
<Name of Company>

FRANCISCO T. DUQUE III, MD, MSc Secretary, Department of

Health

CARLITO G. GALVEZ, JR.
Secretary, Office of the Presidential
Adviser on the Peace Process
Chief Implementer and Vaccine
Czar, National Task Force Against
COVID-19 (NTF)

ACKNOWLEDGMENT

CITY OF	IE PHILIPPINES)) S.S.	
day of _	E, a Notary Public for and in the City 2021, personally a heir government issued identification	appeared the following
<u>Name</u>	Govt. Issued Identification	Date/Place of Issue
Agreement for Temp inclusive of the page	iently identified by me to be the personary Reallocation of Vaccines consist on which this Acknowledgment is written the same is their free and voluntary act arsons represented.	ing of (_) pages, ten, and who acknowledged and
IN WITNESS place first above writte	WHEREOF, I have hereunto set my haren.	nd and notarial seal the date and
Doc No Page No Book No Series of 2021		NOTARY PUBLIC

ANNEX C. ACKNOWLEDGEMENT OF THE RETURN/REPLACEMENT OF THE LOANED COVID-19 VACCINES

MM/DD/YYYY

SECRETARY FRANCISCO T. DUQUE, III, MD, MSC

Chair, Inter-Agency Task Force for the Management of Emerging and Infectious Diseases

SECRETARY CARLITO G. GALVEZ, JR.

Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)

Dear Ma'am/Sirs:

Good day!

We, the undersigned, duly authorized representatives of <u>(name of lending and borrowing company/corporation/organization)</u> write this Acknowledgement to inform your good Offices that the <u>(no.)</u> vaccine doses with brand/label <u>(name of brand/label)</u> loaned by <u>(name of the lending company/corporation/organization)</u> to the <u>(name of the borrowing company/corporation/organization)</u> has been fully returned/replaced in accordance with the terms of the Agreement for the Loan of COVID-19 Vaccines entered into by us on <u>(dated of Agreement)</u>. The details of the said loan are provided hereunder:

Name of Lending Entity:
Name of Borrowing Entity:
Number of Doses:
Batch/Lot number/s of doses loaned:
Date of delivery of loaned doses to borrowing entity:
Batch/Lot number/s of doses delivered as replacement:
Date of delivery of replacement doses to lending entity:

(Specify all batch/lot numbers and date of deliveries of replacements if in tranches.)

Sincerely,

<NAME OF PROPONENT>

<DESIGNATION>

<COMPANY/LGU>

<NAME OF PROPONENT>

<DESIGNATION>

cc:

<COMPANY/LGU>

VIVENCIO B. DIZON

Secretary, Presidential Adviser on Flagship Programs and Projects Deputy Chief Implementer, National Action Plan against COVID-19

MYRNA C. CABOTAJE, MD, MPH, CESO III

 $\label{lem:condition} \textit{Undersecretary}, \textit{DOH Field Implementation and Coordination Team-NCR and North Luzon}$

Chair, National COVID-19 Vaccine Operations Center

MA. CAROLINA VIDAL-TAIÑO, CPA, MGM, CESO I

Undersecretary, DOH Procurement and Supply Chain Management Team

ROLANDO ENRIQUE D. DOMINGO

Director General, Food and Drug Administration

ANNEX D. VACCINE ARRIVAL REPORT

Revision 22 March 2021/SCMS



Republic of the Philippines Department of Health SUPPLY CHAIN MANAGEMENT SERVICE

VACCINE ARRIVAL REPORT

GENERAL INSTRUCTIONS:

- 1. Please accomplish the form and submit to the SCMS within the day of the arrival of vaccine shipment
- 2. Put "N/A" on the space provided if not applicable
- 3. Ensure that all fields are duly accomplished prior submission of VAR
- 4. For other vaccine or biological please specify on the space provided5. Accomplished VAR shall be submitted to the following:
- - a. For vaccines delivered by the SCMS to CHDs, provinces/cities, please email at smpmd.scmo.doh@gmail.com and provide a copy to the accompanying personnel of the Philippine National Police (PNP).
 - b. For vaccines delivered by the CHDs to LGUs, please submit to the respective CHD and provide a

Place of Inspection		Da	Date and Time of Inspection		f Date and Time Vaccines store inside the Cold Storage/Freez		
ART I – PRI	E-ADVICE						
Date receive	d by consignee		Me	rans of Communi	cation		
		Email	Fax [Phone call	Text Messag	œ	
	RIVAL DETAIL.						
Expected Da	Time of Arriva	as per notifica Time	tion	Actual Time of Arrival			
Da	ie	1 ime		Date	11	ime	
ART III – D	ETAILS OF VAC		ENT	No. of boxes:	DILUENT	,	
C OVID-19 Doses per via							

				Yes	No	Con	nments
	y received as						
It not, were Vaccine arr		rt-shipment p	rovided prior to				
<u>PART IV –</u>	DOCUMENT	TS ACCOME	PANYING THE SHI	<u>PMENT</u>			
	Transfer Repo	ort Bi	ll of Lading (BL)	Packir	ng List	(Plea	Other use Specify)
			ies 🔲 No	Yes No			
PART V - S	STATUS OF :	SHIPPING I	NDICATORS				
Total Numb	er of Boxes:		₩ith Ice № M	felted but Cold	Status Melted a	and Warm[Others
		VVM (1,2,3,4)	Number of Data Logger			erature iding	Date/Time Inspected
Use separate	sheet if neces	sary					
PART VI –	GENERAL C	ONDITION	S OF SHIPMENT				
What was th	e condition o	f boxes on an	rival?				
Were necess	sary labels atta	ached to ship	ping boxes?				
Other Conn	nents:	-					
		-					
PART VII -	NAME AND	SIGNATUI	<u>RE</u>				
Received by	r:			Noted by	:		
Signature of	er printed nar	ne/Designation	on/Date	Signature	over printed	name/Desig	mation/Date