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

1. 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.

3. 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.

6. 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

1. 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.

2. 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 adoption of this JMC.

Francisco T. Duque III  |  Carlito G. Galvez, Jr.
Secretary of Health  |  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 (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 local government unit/s (LGU/s) hereunder provided:

<table>
<thead>
<tr>
<th>NAME OF LGU</th>
<th>NUMBER OF DOSES</th>
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</table>

We have decided to loan the aforementioned (name of brand/label) 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:

<table>
<thead>
<tr>
<th>LOCAL GOVERNMENT OFFICIAL</th>
<th>FRANCISCO T. DUQUE III, MD, MSe</th>
<th>CARLITO G. GALVEZ, JR.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation</td>
<td>Secretary, Department of Health</td>
<td>Secretary, Office of the Presidential Adviser on the Peace Process Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)</td>
</tr>
</tbody>
</table>

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  
<Authorized Representative>
ANNEX A.2 LETTER OF INFORMATION FOR PRIVATE ENTITY TO NATIONAL GOVERNMENT

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 PROPOSENT)
<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
<Authorized Representative>
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 private entity/ies hereunder provided:

<table>
<thead>
<tr>
<th>NAME OF PRIVATE ENTITY</th>
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</table>

We have decided to loan the aforementioned [name of brand/label] vaccine doses to the herein provided and identified private entity/ies 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:

<table>
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<tr>
<th>Authorized Private Entity Representative</th>
<th>Designation</th>
<th>Authorized Representative</th>
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<tbody>
<tr>
<td>FRANCISCO T. DUQUE III, MD, MSc</td>
<td>Secretary, Department of Health</td>
<td>CARLITO G. GALVEZ, JR.</td>
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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  
<Authorized Representative>
ANNEX A.4 LETTER OF INFORMATION FOR LGU TO NATIONAL GOVERNMENT

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>
<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)

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  
<Authorized Representative>
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 local government unit/s (LGU/s) hereunder provided:

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We have decided to loan the aforementioned (name_of_brand/label) 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>
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<LOCAL GOVERNMENT UNIT>
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<th>CARLITO G. GALVEZ, JR.</th>
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<td></td>
<td>Secretary, Department of Health</td>
<td>Secretary, Office of the Presidential Adviser on the Peace Process Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)</td>
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</table>

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  
<Authorized Representative>
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 private entity/ies hereunder provided:

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<th>NAME OF PRIVATE ENTITY</th>
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We have decided to loan the aforementioned (name of brand/label) vaccine doses to the herein provided and identified private entity/ies 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 PROPOONENT>
<DESIGNATION>
<LOCAL GOVERNMENT UNIT>

CONFORME:
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
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<tr>
<td>CARLITO G. GALVEZ, JR.</td>
<td>Secretary, Office of the Presidential Adviser on the Peace Process</td>
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<tr>
<td></td>
<td>Chief Implementer and Vaccine Czar, National Task Force Against COVID-19 (NTF)</td>
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<tr>
<td>FRANCISCO T. DUQUE III, MD, MSc</td>
<td>Secretary, Department of Health</td>
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<tr>
<td>VIVENCIO B. DIZON</td>
<td>Secretary, Presidential Adviser on Flagship Programs and Projects</td>
</tr>
<tr>
<td></td>
<td>Deputy Chief Implementer, National Action Plan against COVID-19</td>
</tr>
<tr>
<td>MYRNA C. CABOTAJE, MD, MPH, CESO III</td>
<td>Undersecretary, DOH Field Implementation and Coordination Team - NCR and North Luzon Chair, National COVID-19 Vaccine Operations Center</td>
</tr>
<tr>
<td>MA. CAROLINA VIDAL-TAIÑO, CPA, MGM, CESO I</td>
<td>Undersecretary, DOH Procurement and Supply Chain Management Team</td>
</tr>
<tr>
<td>ROLANDO ENRIQUE D. DOMINGO</td>
<td>Director General, Food and Drug Administration</td>
</tr>
</tbody>
</table>

Authorized Entity Representative

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
<Authorized Representative>
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 private entity/ies hereunder provided:

<table>
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We have decided to loan the aforementioned (name of brand/label) 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
<Authorized Representative>
ANNEX A.8 LETTER OF INFORMATION FOR NATIONAL GOVERNMENT TO LGU

<LOCAL GOVERNMENT OFFICIAL>
<Designation>
<Local Government Unit>

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 local government unit/s (LGU/s) hereunder provided:

<table>
<thead>
<tr>
<th>NAME OF LGU</th>
<th>NUMBER OF DOSES</th>
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</table>

We have decided to loan the aforementioned (name of brand/label) 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  
<Authorized Representative>
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

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 private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at __________________, represented by its ____________________________, and hereinafter referred to as “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 doses ordered) doses of COVID-19 vaccines manufactured by ________xxx (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 _______ 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 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. 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.

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

REPUBLIC OF THE PHILIPPINES
CITY OF __________________________  S.S.

BEFORE ME, a Notary Public for and in the City of ______________, this ___ day of ____________ 2021, personally appeared the following individuals, with their government issued identification as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Govt. Issued Identification</th>
<th>Date/Place of Issue</th>
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Known to and sufficiently identified by me to be the persons who executed the foregoing Agreement for Temporary Reallocation of Vaccines consisting of ________ (__) pages, inclusive of the page on which this Acknowledgment is written, and who acknowledged and confirmed to me that the same is their free and voluntary act and deed and the duly authorized acts of the juridical persons represented.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date and place first above written.

NOTARY PUBLIC

Doc No. ____
Page No. ____
Book No. ____
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"):

__________, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at ____________, represented by its ____________, and hereinafter referred to as "FIRST PARTY";

- 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 ____________, and 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 doses ordered) doses of COVID-19 vaccines manufactured by ____________xxx (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 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 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 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.

<Name of Company>  
<Name of LGU>

By:  
By:

<Name of Authorized Signatory>  
<Name of LGU Official>

<Designation>  
<Designation>
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
CITY OF __________________________ ) S.S.

BEFORE ME, a Notary Public for and in the City of _____________, this ______ day of ______________ 2021, personally appeared the following individuals, with their government issued identification as follows:

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<thead>
<tr>
<th>Name</th>
<th>Govt. Issued Identification</th>
<th>Date/Place of Issue</th>
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</table>

Known to and sufficiently identified by me to be the persons who executed the foregoing Agreement for Temporary Reallocation of Vaccines consisting of _______ (__) pages, inclusive of the page on which this Acknowledgment is written, and who acknowledged and confirmed to me that the same is their free and voluntary act and deed and the duly authorized acts of the juridical persons represented.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date and place first above written.

NOTARY PUBLIC

Doc No. ___
Page No. ___
Book No. ___
Series of 2021.
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 Vaccines is made and executed in the City of __________, this day of ________ 2021 by and between (hereinafter, the “Agreement”):

____________________, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at ____________________, represented by its ____________________, and hereinafter referred to as “FIRST PARTY”;

- and -

____________________, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at ____________________, represented by its ____________________, and hereinafter referred to as “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 by __________xxx (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
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 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 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.

<Name of Company> <Name of Company>
By: By:

<Name of Authorized Signatory> <Name of Authorized Signatory>
<Designation> <Designation>
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
CITY OF ____________________ ) S.S.

BEFORE ME, a Notary Public for and in the City of ____________, this _____ day of ____________, 2021, personally appeared the following individuals, with their government issued identification as follows:

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<thead>
<tr>
<th>Name</th>
<th>Govt. Issued Identification</th>
<th>Date/Place of Issue</th>
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</tbody>
</table>

Known to and sufficiently identified by me to be the persons who executed the foregoing Agreement for Temporary Reallocation of Vaccines consisting of _________ (___) pages, inclusive of the page on which this Acknowledgment is written, and who acknowledged and confirmed to me that the same is their free and voluntary act and deed and the duly authorized acts of the juridical persons represented.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date and place first above written.

NOTARY PUBLIC

Doc No. ___
Page No. ___
Book No. ___
Series of 2021.
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

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 doses ordered) doses of COVID-19 vaccines manufactured by __________xx (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 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 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 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.

<LOCAL GOVERNMENT OFFICIAL>
<Designation>
<Local Government Unit>

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

REPUBLIC OF THE PHILIPPINES
CITY OF ___________________ S.S.

BEFORE ME, a Notary Public for and in the City of _____________, this ______ day of ______________ 2021, personally appeared the following individuals, with their government issued identification as follows:

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<tr>
<th>Name</th>
<th>Govt. Issued Identification</th>
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</table>

Known to and sufficiently identified by me to be the persons who executed the foregoing Agreement for Temporary Reallocation of Vaccines consisting of _______ (____) pages, inclusive of the page on which this Acknowledgment is written, and who acknowledged and confirmed to me that the same is their free and voluntary act and deed and the duly authorized acts of the juridical persons represented.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date and place first above written.

NOTARY PUBLIC

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

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 -

___________, 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 “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 by ____________xxx (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 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 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 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.

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

<Name of LGU>  
By:  

<Name of LGU Official>  
<Designation>  

<Name of LGU>  
By:

<Name of LGU Official>  
<Designation>
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ___________________ ) S.S.

BEFORE ME, a Notary Public for and in the City of __________, this _______ day of __________ 2021, personally appeared the following individuals, with their government issued identification as follows:

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<tr>
<th>Name</th>
<th>Govt. Issued Identification</th>
<th>Date/Place of Issue</th>
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Known to and sufficiently identified by me to be the persons who executed the foregoing Agreement for Temporary Reallocation of Vaccines consisting of ________ (__) pages, inclusive of the page on which this Acknowledgment is written, and who acknowledged and confirmed to me that the same is their free and voluntary act and deed and the duly authorized acts of the juridical persons represented.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date and place first above written.

NOTARY PUBLIC

Doc No. _____
Page No. _____
Book No. _____
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 -

__________, a private corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at ____________, represented by its ____________, ____________, and hereinafter referred to as "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 by __________xxx (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
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 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 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.

---

<Name of Company>  
By:

---

<Name of LGU>  
By:

---

<Name of Authorized Signatory>  
<Designation>  

---

<Name of LGU Official>  
<Designation>
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
CITY OF _______________ ) S.S.

BEFORE ME, a Notary Public for and in the City of _______________, this ___ day of _______________ 2021, personally appeared the following individuals, with their government issued identification as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Govt. Issued Identification</th>
<th>Date/Place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Known to and sufficiently identified by me to be the persons who executed the foregoing Agreement for Temporary Reallocation of Vaccines consisting of _________ (__) pages, inclusive of the page on which this Acknowledgment is written, and who acknowledged and confirmed to me that the same is their free and voluntary act and deed and the duly authorized acts of the juridical persons represented.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date and place first above written.

Doc No. ____
Page No. ____
Book No. ____
Series of 2021.

NOTARY PUBLIC
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 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"): 

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 "FIRST PARTY".

- 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 ________________, and 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 doses ordered) doses of COVID-19 vaccines manufactured by _____________xxx (hereinafter, the "___________Vaccine"), donated/procured and brought into the Philippines through and in accordance with the multiparty/tripartite agreement entered into on ____________;

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
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 OFFICIAL>  FRANCISCO T. DUQUE III, MD, MSc  CARLITO G. GALVEZ, JR.
<Designation>  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)
<Local Government Unit>
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ___________________ ) S.S.

BEFORE ME, a Notary Public for and in the City of ____________, this _____ day of ____________ 2021, personally appeared the following individuals, with their government issued identification as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Govt. Issued Identification</th>
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<td></td>
</tr>
</tbody>
</table>

Known to and sufficiently identified by me to be the persons who executed the foregoing Agreement for Temporary Reallocation of Vaccines consisting of ________ (____) pages, inclusive of the page on which this Acknowledgment is written, and who acknowledged and confirmed to me that the same is their free and voluntary act and deed and the duly authorized acts of the juridical persons represented.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date and place first above written.

NOTARY PUBLIC

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

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”):

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 “FIRST PARTY”.

- 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 ____________, and 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 doses ordered) doses of COVID-19 vaccines manufactured by ______xxx (hereinafter, the “________Vaccine”), donated/procured and brought into the Philippines through and in accordance with the multiparty/tripartite agreement entered into on ____________;

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

REPUBLIC OF THE PHILIPPINES
CITY OF ________________________ ) S.S.

BEFORE ME, a Notary Public for and in the City of _____________, this ___ day of ___________ 2021, personally appeared the following individuals, with their government issued identification as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Govt. Issued Identification</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
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</table>

Known to and sufficiently identified by me to be the persons who executed the foregoing Agreement for Temporary Reallocation of Vaccines consisting of _______ (___) pages, inclusive of the page on which this Acknowledgment is written, and who acknowledged and confirmed to me that the same is their free and voluntary act and deed and the duly authorized acts of the juridical persons represented.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date and place first above written.

NOTARY PUBLIC

Doc No. ____
Page No. ____
Book No. ____
Series of 2021.
ANNEX C. ACKNOWLEDGEMENT OF THE RETURN/REPLACEMENT OF THE LOANE 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 (name of lending and borrowing company/corporation/organization) write this Acknowledgement to inform your good Offices that the (no.) vaccine doses with brand/label (name of brand/label) loaned by (name of the lending company/corporation/organization) to the (name of the borrowing company/corporation/organization) 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 (dated of Agreement). 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 PROPONE>  
<DESIGNATION>  
<COMPANY/LGU>

<NAME OF PROPONE>  
<DESIGNATION>  
<COMPANY/LGU>

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
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 provided
5. 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 copy to the accompanying personnel of the PNP.

Recipient: ___________________________ Date of Report: ___________________________
Regions /Province/City: ___________________________ PTR No.: __________

Place of Inspection ___________________________ Date and Time of Inspection __________
Date and Time Vaccines stored Inside the Cold Storage/Freezer __________

PART I – PRE-ADVICE

Date received by consignee ___________________________ Means of Communication

☐ Email ☐ Fax ☐ Phone call ☐ Text Message

PART II – ARRIVAL DETAILS

<table>
<thead>
<tr>
<th>Expected Time of Arrival as per notification</th>
<th>Actual Time of Arrival</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Time</td>
</tr>
</tbody>
</table>

PART III – DETAILS OF VACCINE SHIPMENT

<table>
<thead>
<tr>
<th>COVID-19</th>
<th>DILUENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doses per vial: __</td>
<td>No. of vials: __</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Lot Number</th>
<th>Expiry Date</th>
<th>VVM Status</th>
<th>Quantity</th>
<th>Lot Number</th>
<th>Expiry Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Revision 22 March 2021/SCMS

<table>
<thead>
<tr>
<th>Was quantity received as per shipping notification?</th>
<th>Yes</th>
<th>No</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>It not, were details of short-shipment provided prior to Vaccine arrival?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PART IV – DOCUMENTS ACCOMPANYING THE SHIPMENT**

<table>
<thead>
<tr>
<th>Property Transfer Report (PTR)</th>
<th>Bill of Lading (BL)</th>
<th>Packing List</th>
<th>Other (Please Specify)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Yes</td>
<td>[ ] No</td>
<td>[ ] Yes</td>
<td>[ ] No</td>
</tr>
</tbody>
</table>

**PART V – STATUS OF SHIPPING INDICATORS**

<table>
<thead>
<tr>
<th>Total Number of Boxes:</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[ ] With Ice</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Box No.</th>
<th>Lot No.</th>
<th>VVM (1,2,3,4)</th>
<th>Number of Data Logger</th>
<th>Serial Number</th>
<th>Temperature Reading</th>
<th>Date/Time Inspected</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Use separate sheet if necessary

**PART VI – GENERAL CONDITIONS OF SHIPMENT**

<table>
<thead>
<tr>
<th>What was the condition of boxes on arrival?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Were necessary labels attached to shipping boxes?</td>
<td></td>
</tr>
<tr>
<td>Other Comments:</td>
<td></td>
</tr>
</tbody>
</table>

**PART VII – NAME AND SIGNATURE**

Received by: | Noted by:

Signature over printed name/Designation/Date | Signature over printed name/Designation/Date