采购条款与条件

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Supplier Signature & Stamp

Standard Terms and Conditions for the Purchase of Goods and Services (""Conditions"")

1. INTERPRETATION
1.1 In these Conditions the following words have the following meanings:
""AstraZeneca"" means either AstraZeneca China Holding Co. Ltd., AstraZeneca (Wuxi) Trading Co. Ltd., AstraZeneca Pharmaceutical Co. Ltd., AstraZeneca Pharmaceuticals (China) Co. Ltd., AstraZeneca Pharmaceutical Technologies (Beijing) Co. Ltd., AstraZeneca Global R&D (China) Co. Ltd., AstraZeneca Pharmaceutical (Chengdu) Co. Ltd., AstraZeneca Pharmaceutical (Guangzhou) Co. Ltd., AstraZeneca Business Consulting (Wuxi) Co. Ltd., or any other AstraZeneca affiliate incorporated in China purchasing Goods or Services from Seller;
""the Contract"" means the contract between AstraZeneca and the Seller comprising (i) the master agreement (if any), (ii) the Order, (iii) these Conditions and (iv) any other documents specified in the Order . Should there be any inconsistency between the documents comprising the Contract, they shall have precedence in the order listed in this definition;
""Goods"" means any goods (or any part or parts thereof) agreed in the Contract to be purchased by AstraZeneca from the Seller;
""Order"" means AstraZeneca's purchase order or any other written request from AstraZeneca to the Seller to supply the Goods or Services;
""parties"" means AstraZeneca and the Seller and ""party"" shall mean one of them;
""Seller"" means the person, firm or company who accepts the Order;
""Services"" means the services agreed to be provided by the Seller to AstraZeneca under the terms of the Contract; and

""Specification"" means the technical or other requirements (if any) for the Goods and/or Services referred to in the Order.
2. APPLICATION OF TERMS
2.1 These Conditions shall govern the Contract to the entire exclusion of the Seller's terms or conditions. No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.
2.2 Seller shall not, and shall cause its Subcontract not to, use, transfer, disclose, keep any Personal Data for any reason other than to provide to AstraZeneca the Services defined by AstraZeneca. On any termination of this Agreement Seller shall cease all operations on Personal Data and shall return to AstraZeneca all Personal Data Processed by Supplier. Seller shall thereafter irretrievably erase, and shall instruct its Subcontractors to erase, all Personal Data in its custody or control. ""Personal Data"" include the following information about a living individual: first and last name, age, date of birth, gender, address, contact information, career, qualification, specialty, employer, personal interest, government-issued identifiers (such as passport and social security numbers), personal bank account numbers, height, weight, medicines prescribed and any information relating to current, past or future health condition (physical or mental).
3. QUALITY AND DESCRIPTION OF GOODS AND SERVICES
3.1 The Seller represents, warrants and undertakes to AstraZeneca that the Goods (including without limitation their packaging and labelling) will:
3.1.1 conform as to quantity, quality and description with the particulars stated in the Contract;
3.1.2 be of sound materials and workmanship;
3.1.3 meet the Specification in all respects and be the same as any samples or patterns provided by either party and accepted by the other;
3.1.4 be capable of any standard of performance specified in the Contract;
3.1.5 comply with all statutory requirements and regulations relating to the manufacture and sale of the Goods at the time when the same are supplied; and
3.1.6 be fit for any purpose indicated in the Contract (either expressly or by implication).
3.2 If any Goods fail to comply with this Condition 3 AstraZeneca shall have any one or more of the remedies listed in Condition 12.
3.3 The Seller represents, warrants and undertakes to AstraZeneca that the Services will be performed:
3.3.1 by appropriately qualified and trained personnel with all due care and diligence and to the highest standard of quality prevailing in the industry at the time of performance; and
3.3.2 strictly in accordance with the Order and Specification.
3.4 If the personnel identified by the Seller become unavailable for whatever reason, the Seller undertakes to procure replacement personnel to perform the Services to the same or higher standard immediately.
3.5 Seller represents, warrants and undertakes that it will perform the Contract with AstraZeneca and operate its business in compliance with all applicable laws and regulations and to ethical standards that are consistent with AstraZeneca's Global Expectations of Third-Party Suppliers

http://www.astrazeneca.com/expectationsofsuppliers, as amended from time to time, in particular those principles in the section headed ""Preventing Bribery, Corruption & Conflicts of Interest"". The Seller further represents, warrants and undertakes that it will not a) take any action that will cause any AstraZeneca group company to be in breach of any applicable laws for the prevention of fraud, bribery and corruption, racketeering, money laundering or terrorism, including the US Foreign Corrupt Practices Act and the UK Bribery Act and b) offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and shall not make or cause another to make any offer or payment to any individual or entity for the purpose of influencing a decision for the benefit of AstraZeneca. Any material breach or violation by Seller of these representations, warranties and undertakings shall give AstraZeneca the right to terminate the Contract with immediate effect, to be relieved of any obligations and to seek compensation from Seller.
3.6 Seller represents, warrants and undertakes that it will not directly or indirectly be involved in any illegal trade or counterfeiting activities and will have adequate controls in place to prevent any such trade or activity. Seller shall ensure storage and handling of Wastes (as defined below) in a manner which prevents unauthorised access and possible misuse and shall maintain adequate controls for proper disposal of Wastes (""Wastes"" means waste material in connection with manufacture, supply or handling of the Goods and any material carrying AstraZeneca's name, insignia, symbol, trademark, trade name, logotype or similar).
Seller shall not disclose AstraZeneca's pack security features or anti-counterfeit measures to any third party including to his suppliers without prior approval of AstraZeneca and any disclosure shall be in the manner directed by AstraZeneca. Seller shall, within 24 hours from discovery, report any incident of breach of security relating to the Goods which could adversely impact AstraZeneca's reputation or compromises integrity of the Goods. Any breach of this Condition would be treated as a material breach of the Contract.
3.7 Seller represents, warrants and undertakes that any Goods or Services comply with applicable laws and regulations of the country(ies) of origin and destination, including those relating to manufacture, labelling, transportation, importation, exportation and licensing.
3.8 Audit Rights
Upon AstraZeneca's reasonable request, Seller shall allow AstraZeneca or (at AstraZeneca's reasonable discretion) a designated third party to audit Seller's premises, sites and records to verify Seller's performance and processes in relation to the maintenance of appropriate ethical standards, in accordance with the requirements of the Contract. Where AstraZeneca requires the audit to be undertaken by a designated third party, Seller agrees to arrange for the audit to take place and to pay the fees of the designated third party for such audit. Any audit report generated shall be the property of Seller. Seller agrees that AstraZeneca shall be entitled to review such audit report and all supporting documents in relation to the audit.
4. INSPECTION AND TESTING
4.1 AstraZeneca may inspect and test the Goods at any time prior to delivery of the Goods to AstraZeneca.
4.2 If the results of such inspection or testing cause AstraZeneca to be of the opinion that the Goods do not conform or are unlikely to conform to the Order or to any Specification, AstraZeneca shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in addition AstraZeneca shall have the right to require and

witness further testing and inspection.
4.3 The Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract.
5. INDEMNITY AND INSURANCE
The Seller shall indemnify AstraZeneca in full and on demand against all actions, suits, liabilities, claims, demands, costs, charges, damages, losses and expenses suffered or incurred by AstraZeneca, or for which AstraZeneca may be liable to any third party, due to, arising from or in connection with:
5.1 the negligent or wilful acts or omissions of the Seller, its employees, agents or contractors in supplying, delivering and installing the Goods or performing the Services;
5.2 the breach of any provision of the Contract by the Seller, its employees, agents or sub-contractors;
5.3 any defect in the workmanship, materials or design of the Goods or their packaging; and
5.4 any infringement or alleged infringement of any patent, copyright, registered design, design right, trade mark, trade name or other intellectual property right for or relating to the Goods or the Services unless such infringement has occurred directly as a result of any specification supplied by AstraZeneca.
5.5 Seller shall maintain at its own expense appropriate insurance coverage in amounts adequate to cover Seller's acts and omissions and as required by applicable law.
6. DELIVERY/PERFORMANCE
6.1 The Goods shall be properly packed and secured in such a manner as to reach their destination in good condition
under normal conditions of transport having regard to the nature of the Goods and other relevant circumstances. The Seller shall off-load the Goods as directed by AstraZeneca.
6.2 The Goods shall be delivered or the Services performed by the Seller at the time or within the period specified in the Contract or, if no such date is specified, delivery shall take place within 28 days of the Order.
6.3 The Goods shall be delivered to or the Services performed for AstraZeneca at the address set out at the head of the Order or to or at such other place as may be specified in the Contract and in the manner specified in the Contract or as subsequently agreed in writing between the parties.
6.4 The Seller shall invoice AstraZeneca upon, but separately from, despatch of the Goods to AstraZeneca.
6.5 The Seller shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
6.6 Time for delivery of the Goods and performance of the Services shall be of the essence of the Contract.
6.7 Unless otherwise stipulated by AstraZeneca in the Order, deliveries shall only be accepted by AstraZeneca in normal business hours.
6.8 If the Goods are not delivered or the Services are not performed on time then, without prejudice to any other rights which it may have, AstraZeneca reserves the right to:
6.8.1 cancel the Contract in whole or in part;
6.8.2 refuse to accept any subsequent delivery of the Goods or performance of the Services

which the Seller attempts to make;
6.8.3 recover from the Seller any expenditure reasonably incurred by AstraZeneca in obtaining the Goods or Services in substitution from another supplier; and
6.8.4 claim damages for any additional direct costs, losses or expenses incurred by AstraZeneca which are attributable to the Seller's failure to deliver the Goods or perform the Services on time.
6.9 If the Seller requires AstraZeneca to return any packaging material to the Seller that fact must be clearly stated on any delivery note and any such packaging material will only be returned at the Seller's cost.
6.10 Where AstraZeneca agrees in writing to accept delivery by instalments the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment shall entitle AstraZeneca at its option to treat the whole Contract as repudiated.
6.11 If Goods are delivered to AstraZeneca in excess of the quantities ordered AstraZeneca shall not be bound to pay for the excess, which will be and will remain at the Seller's risk and will be returnable at the Seller's cost.
7. RISK/PROPERTY
7.1 The Goods shall remain at the Seller's risk until delivery to AstraZeneca is complete (including off-loading and stacking) when, without prejudice to any right of rejection which the Customer may have under the Contract or by law, ownership of and risk in the Goods shall pass to AstraZeneca.
8. PRICE AND PAYMENT
8.1 The price of the Goods or Services shall be stated in the Order and unless otherwise agreed in writing by AstraZeneca shall be exclusive of value added tax but inclusive of all charges for packaging, packing, carriage, insurance and
delivery of the Goods to the Purchaser and any duties, taxes, imports or levies incurred by the Seller.
8.2 AstraZeneca shall pay the price of the Goods or Services within a period of 60 days following receipt of the relevant invoice (which shall include the Order number and such other information as AstraZeneca shall request) unless stated otherwise in the Order.
8.3 AstraZeneca reserves the right to set off any amount owing at any time from the Seller to AstraZeneca against any amount payable by AstraZeneca to the Seller under the Contract.
8.4 AstraZeneca shall pay any VAT subject to receipt of a valid VAT invoice.

9. CONFIDENTIALITY
The Seller shall, during the term of the Contract and for a period of five years thereafter, keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by AstraZeneca or its agents and any other confidential information concerning AstraZeneca's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or contractors as need to know the same for the purpose of discharging the Seller's obligations to AstraZeneca and shall ensure that such employees, agents or contractors are subject to like obligations of confidentiality as bind the

Seller.

10. INTELLECTUAL PROPERTY

10.1 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by AstraZeneca to the Seller shall at all times be and remain the exclusive property of AstraZeneca but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition until returned to AstraZeneca and shall not be disposed of other than in accordance with AstraZeneca's written instructions, nor shall such items be used otherwise than as authorised by AstraZeneca in writing.

10.2 AstraZeneca shall own (and the Seller shall procure that AstraZeneca shall receive) all rights to any intellectual property relating to any results, designs, developments, ideas, discoveries or inventions designed, developed, made, produced or originated by the Seller or any of its employees, agents or contractors whilst performing the obligations set out in the Contract.

10.3 The Seller will observe all copyright in written material including computer software belonging to AstraZeneca or any third party and the Seller will not make any unauthorised copies of such material or software

11. TERMINATION

11.1 **Normal termination**: AstraZeneca may at any time and for any reason terminate the Contract in whole or in part by giving the Seller written notice. If the notice does not include a notice period, the notice period will be 7 (seven) business days.

11.2 AstraZeneca may at any time by written notice to the Seller terminate the Contract forthwith if:

11.2.1 the Seller commits a material breach of any of the terms and conditions of the Contract and fails to remedy the breach within 30 days of a notice from AstraZeneca specifying the breach; or

11.2.2 the Seller commits 3 (three) or more failures to achieve any one or more service levels in any period of 6 (six) subsequent months;

11.2.3 any distress, execution or other process is levied upon any of the Seller's assets or the Seller enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or insolvency or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, receiver, administrative receiver or administrator is appointed (or steps taken to make such appointment) in respect of the whole or any part of the Seller's undertaking or assets; or

11.2.4 there is a change in control of the Seller which AstraZeneca has not consented to;

11.2.5 the Seller ceases or threatens to cease to carry on its business; or

11.2.6 the financial position of the Seller deteriorates to such an extent that in the opinion of AstraZeneca the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy; or

11.2.7 the Seller (in the opinion of AstraZeneca) damages the reputation of AstraZeneca; or

11.2.8 a regulatory authority requires the Contract to be terminated and/or advises AstraZeneca or any AstraZeneca affiliate that the Seller may not carry out Services or provide the Goods.
11.3 Termination of the Contract, however arising, will be without prejudice to the rights of AstraZeneca accrued prior to termination. Terms or conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
12. REMEDIES
12.1 Without prejudice to any other right or remedy which AstraZeneca may have, if any Goods or Services are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract AstraZeneca may exercise any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services has been accepted by AstraZeneca:
12.1.1 to cancel the Contract and treat the Contract as having never been entered into; and/or
12.1.2 to reject the Goods or Services (in whole or in part) and in the case of Goods return them to the Seller at the Seller's risk and cost on the basis that a full refund for such Goods shall be paid forthwith by the Seller; and/or
12.1.3 at AstraZeneca's option to give the Seller the opportunity at the Seller's cost either to remedy any defect in the Goods or Services or to supply replacement Goods or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled; and/or
12.1.4 to refuse to accept any further deliveries of the Goods or Services but without any liability to the Seller; and/or
12.1.5 to carry out at the Seller's cost any work necessary to make the Goods or Services comply with the Contract; and/or
12.1.6 to claim such damages as may have been sustained in consequence of the Seller's breaches of the Contract.
13. ASSIGNMENT, SUB-CONTRACTING AND THIRD PARTY RIGHTS
13.1 The Seller shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without AstraZeneca's prior written consent.
13.2 AstraZeneca may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract to any AstraZeneca group company.
14. FORCE MAJEURE
AstraZeneca reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of AstraZeneca including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
15. CORPORATE INTEGRITY AGREEMENT REQUIREMENTS
15.1 Seller agrees to ensure that any employee, agent, contractor or subcontractor of Seller who is a ""CIA Covered Person"" shall abide by the applicable CIA requirements set forth in this Condition. A ""CIA Covered Person"" is any person involved in providing the following services for AstraZeneca: (i) services that involve direct promotional interaction with China based HCPs, such as contract sales personnel; (ii) call center personnel providing promotional or non-

promotional information to HCPs; (iii) public relations firms and other suppliers authorized to communicate promotional or non-promotional information on behalf of AstraZeneca; (iv) management of promotional and non-promotional speakers, speaker programs, conventions, HCP conferences and advisory boards; (v) services of scientific personnel to develop and disseminate non-promotional information about AstraZeneca products; (vi) Contract Research Organizations and Academic Research Organizations contracting with HCPs to perform studies; and (vii) authorship of articles relating to marketed products sold in PRC. CIA Covered Persons do not include individuals who are engaged solely in the provision of technical IS or IT support or who perform less than 160 hours of CIA covered services per calendar year.

15.2 Notice of CIA Covered Persons.

Seller shall provide the name, title, telephone number and email of any CIA Covered Person no later than 5 days after an individual becomes a CIA Covered Person. Notice shall be sent to Commercial.Operations@astrazeneca.com.

15.3 Obligations of CIA Covered Persons

Within 30 days of becoming a CIA Covered Person, a CIA Covered Person will be required to take a minimum of four hours of training and certify that he or she has received, read, understood and will abide by AstraZeneca's Code of Conduct. The training and certification will be provided on AstraZeneca's corporate learning management system, AZLearn. CIA Covered Persons are required to report promptly to the AstraZeneca Ethics Helpline any suspected or actual policy violations committed during the performance of CIA Covered Services. Any such report can be made, on an attributed or anonymous basis, by calling the Helpline at (866) 99 ETHICS or via the website www.AZEthics.com.

16 COMPLIANCE TRAINING

16.1 Seller shall ensure that all Seller's employees, agents and sub-contractors, if applicable who are assigned by Seller to perform services for, or on behalf of AstraZeneca shall successfully complete any required compliance training as directed by AstraZeneca prior to commencing any Services for AstraZeneca.

16.2 Seller shall permit AstraZeneca to audit Seller's records regarding the successful completion of such mandatory compliance training.

16.3 Seller shall designate one individual from its senior management, or other responsible employee, acceptable to AstraZeneca, who shall be responsible for ensuring that Seller's employees, agents and subcontractors, if applicable, shall have successfully completed this mandatory compliance training and who shall certify in a form acceptable to AstraZeneca, that all employees and any agents or subcontractors retained by Seller to perform Services for, or on behalf of, AstraZeneca, have successfully completed this mandatory compliance training prior to commencing any such Services.

17 ADVERSE EVENTS REPORTING REQUIREMENTS

An "Adverse Event" is the development of any untoward medical occurrence (including minor occurrences) in a subject or clinical study subject administered a medicinal product which does not necessarily have a causal relationship with the treatment or medicinal product. This may include any unfavourable and unintended sign (e.g. an abnormal laboratory finding), symptom (for example nausea, chest pain), or disease temporally associated with the use of a medicinal product, whether or not considered related to the medicinal product. The term “Adverse Event”

is used to include both serious and non-serious Adverse Events and can include a deterioration of a pre-existing medical occurrence. An Adverse Event may occur at any time. In the clinical setting, this includes run-in or washout periods, even if no study intervention has been administered.
Special situations are situations of relevance for monitoring the safety of AstraZeneca products and which may or may not be associated with an Adverse Event, including an Unexpected Benefit, where applicable. Special situations must be collected and reported, even if no Adverse Event occurred, including: exposure to product during pregnancy; exposure to product whilst breastfeeding; overdose; medication error or potential medication error; off-label use; drug abuse; drug misuse; drug interaction; occupational exposure; product quality complaints/issues (PQCs) including counterfeit/falsified product; lack of efficacy and disease progression; medical device/device constituent part malfunction or deficiency; suspected transmission of an infectious agent via an AstraZeneca medicinal product.
17.1 If the Seller becomes aware of an Adverse Event with an AstraZeneca product; a Special Situation with an AstraZeneca product; and/or a follow up to and/or additional follow-up information relating to an Adverse Event or Special Situation which may otherwise have an effect on an AstraZeneca product; the Seller will notify AstraZeneca, within 1 (one) Business Day of becoming aware of all appropriate information in accordance with AstraZeneca Policies including, but not limited to, any relevant CRF pages, Special Situation reporting forms, and Clinical Study Medical Device/Device Constituent reporting forms (hereinafter called a "Safety Report"). AstraZeneca is responsible for filing Safety Reports with Regulatory Authorities.
17.2 Unless this Agreement is concluded for clinical services or agreed otherwise, Safety Reports will be reported using the electronic form available via https://contactazmedical.astrazeneca.com. The Seller will put a quality control procedure in place to ensure accurate transcription of data from any source documentation into the AstraZeneca electronic reporting form.
17.3 If a Safety Report occurs outside normal business hours, for instance during a weekend or public holiday, and does not come to the attention of the Seller immediately, the date of awareness of the Safety Report (day zero) will be defined as the date on which the Safety Report is received by the Seller (regardless of the time of day) and not the date when the Seller first views/accesses the Safety Report.
17.4 The Seller will ensure that it retains and preserves any and all data, information, documentation and records relating to a Safety Report.
17.5 The Seller will:
17.5.1 cooperate with AstraZeneca (or any delegated CRO or other Regulatory Authorities), provide all additional information required in relation to the Safety Report, and implement the corrective actions required by AstraZeneca (or any delegated CRO or other Regulatory Authorities) promptly and within all communicated timescales;
17.5.2 ensure that the Seller Personnel appointed to perform the Services complete all such AstraZeneca Adverse Event and other safety reporting training programs as AstraZeneca reasonably requires prior to providing any Services, with all such training to be undertaken yearly thereafter by the Seller Personnel, which can be found at https://www.azaetraining.com/;
17.5.3 review compliance with the training requirements under "17 Adverse Event" clause and

maintain records of all Safety Reports received as source documentation or entered into any system used by the Seller;
17.5.4 maintain all training records and Safety Reports for the duration of the project and provide copies to AstraZeneca upon expiry or termination of this Agreement; and
17.5.5 promptly notify AstraZeneca of any deviations from the training requirements or Safety Report information reporting process which will impact AstraZeneca. AstraZeneca has the right to request, and the Seller will submit to AstraZeneca within 1 (one) Business Day of such request, copies of all Safety Report notifications and training records.
17.6 If applicable, the Seller will follow any requirements provided by AstraZeneca in relation to product risk management requirements.
17.7 The Seller will ensure that all Safety Reports received by the Seller have been communicated to AstraZeneca within 1 (one) Business Day via a confirmation process. Such case confirmation will require the following procedure: Auto-acknowledgment from AstraZeneca that an Adverse Event has been reported. A unique identifier (AstraZeneca ID number) must be given to the Seller for each case reported. Case ID and AstraZeneca ID number must then be stored together for inspection readiness by both AstraZeneca and the Seller.
Local Reference ID: A unique ID code originating internally from the Seller that corresponds with the specific Safety Report being submitted to AstraZeneca; also referred to as the Seller Reference ID. The Seller must have a mechanism in place to generate and provide a unique Local Reference ID (i.e. Supplier's database record ID etc.) with each report submitted. This Seller Reference ID must be entered in the "Local Reference ID" field in CHAMPion. The Local Reference ID is not the same value as the PSP ID/Program Number.
AstraZeneca Reference ID: A unique identification code generated by AstraZeneca's system that corresponds with the specific Safety Report submitted via CHAMPion. Immediately after submission of a Safety Report via the CHAMPion portal, the Seller will receive a unique AstraZeneca Reference Number (ID) for that report (confirming receipt), which will be visible on screen and sent to Supplier via submitter's e-mail. This Reference Number must be retained by the Seller as acknowledgement of receipt of the submitted Safety Report. Until the Seller is in receipt of a Reference Number, the Seller should not consider the Safety Report to be successfully transferred. If the Reference ID has not been received within 1 (one) hour of the CHAMPion submission, the Seller must resubmit the report within the same business day via CHAMPion. If re-submission via CHAMPion is not successful, then Seller must report the CHAMPion issue to their AstraZeneca contact point.
The Seller acknowledges that if the service provided involve products licensed from AstraZeneca's partner, when become aware of an Adverse Event or other reportable safety information with or without an associated Adverse Event involving the product, the Seller shall collect and report according to the reporting requirement indicated in AstraZeneca safety reporting training platform.
The Seller must monitor the project platforms, e.g. mailbox, WeChat on every working day (or at least every 3 calendar days during holidays) to timely identify Adverse Events and other reportable safety information.
Adverse Event Reporting Method:
Hotline: 4008208116/8008208116

Reporting platform: https://contactazmedical.astrazeneca.com

18. GENERAL

18.1 Each right or remedy of AstraZeneca under the Contract is without prejudice to any other right or remedy of AstraZeneca whether under the Contract or not.

18.2 If any provision of the Contract is found to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract shall continue in full force and effect.

18.3 Failure or delay by AstraZeneca in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

18.4 Any waiver by AstraZeneca of any breach of, or any default under, any provision of the Contract by the Seller will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

18.5 This Contract shall be governed by PRC laws.

18.6 Any dispute arising out of this Agreement will be submitted to Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) ("SHIAC") for arbitration at Shanghai in accordance with its rules.

AstraZeneca