

Company Logo	Company Name	Company Address
Quality Agreement		Ref : Date :

BETWEEN

The Contract Giver:

Company

Address

AND

The Sub-Contractor :

Company Name

Address

Abbreviation: SUPPLIER

Holding of Certificates:

↩

↩

Abbreviation: CUSTOMER

Holding of Certificates:

↩.

↩

Name and function of signatory:

Name and function of signatory:

Date and

Signature :

Date and

Signature :

Company Logo	Company Name	Company Address
Quality Agreement		Ref : Date :

1. DEFINITIONS

1.	Contract Giver	:	Holding an authorization to manufacture sterile pharmaceutical products. (A GMP Certificate)
2.	Sub-Contractor	:	Holding an authorization to manufacture sterile pharmaceutical packaging materials : ➤ Rubber Stoppers ➤ Flip Off Seals
3.	Sterile	:	The absence of living organisms.
4.	Packaging Material	:	Any material employed in the packaging of a medicinal product, excluding any outer packaging used for transportation or shipment. Packaging materials are referred to as primary or secondary according to whether or not they are intended to be in direct contact with the product.
5.	EUGMP	:	Shall mean good manufacturing practice (GMP) standards, at least, equivalent to the European Good Manufacturing Practice for Human use. It is understood that these standards have to be always at their updated version in the European Guidelines.
6.	Batch or Lot	:	Shall mean specific quantity of material produced in a process or series of processes so that it is expected to be homogeneous within specified limits. In the case of continuous production, a batch may correspond to a defined fraction of the production. The batch size can be defined either by a fixed quantity or by the amount produced in a fixed time interval.
7.	Marketing authorization (MA)	:	Shall mean for each of the products, those licenses and / or approvals, which are required for their advertising, sale and marketing in the territory including the relevant Health Authority's approval.
8.	Manufacturing Authorization	:	Shall mean the license or official permission issued by the competent health authorities in the relevant territory thus permitting for the total or partial manufacture of Sterile Pharmaceutical Packaging Materials in the territory. The manufacturing authorization has been obtained on assurance of suitable and sufficient premises, equipment, control facilities, a well-trained staff and the services of a Qualified Person, to guarantee the quality of sterile pharmaceutical packaging material is manufactured.
9.	Specification	:	Shall mean the technical specification of the sterile pharmaceutical packaging material given by the contract giver.
10.	Qualified Person/Authorized person	:	Shall mean the responsible persons continuously at the disposal of the contract giver, as MA holder, and /or the contract acceptor(s) in accordance with the conditions laid down in the European directive 2001/83/EC of the European parliament.
11.	Batch/Lot conformity	:	Shall mean the confirmation by manufacturer's Qualified person stating that the product conforms to the authorized product specifications.

Supplier	Customer	TECHNICAL AGREEMENT	2/13

Company Logo	Company Name	Company Address
Quality Agreement		Ref : Date :

12.	Material Safety Data Sheet (MSDS)	:	Shall mean the material safety on a) Hazardous b) Handling and disposable measures c) Risk and safety phrases. d) Physical and chemical properties. e) Toxicology and Ecology data.
13.	Certificate of Suitability	:	Shall mean that certificate issued by the European authority to manufacture the products listed in point no. 2.
14.	Finished Product	:	A medicinal product which has undergone all stages of production, including packaging in its final container
15.	Raw Material	:	A general term used to denote starting materials, reagents, and solvents intended for use in the production of intermediates or pharmaceutical ingredients.
16.	Certificate of Analysis (COA)	:	Shall mean the results of parameters tested according to established specification.
17.	GMP	:	Goods Manufacturing Practices

Supplier	Customer	TECHNICAL AGREEMENT	3/13

Company Logo	Company Name	Company Address
Quality Agreement		Ref : Date :

1. APPLICABLE GMP STANDARD

- 1.1 SUPPLIER shall manufacture the SUBSTANCE(s) listed in Appendix X in compliance with the ICH Q7 Guide.

2. CERTIFICATE OF ANALYSIS / CONFORMANCE (OPTIONAL)

- 2.1 A Certificate of Analysis and a Certificate of Conformance (optional) are required for each batch of SUBSTANCE shipped to CUSTOMER.
- 2.2 The Certificates of Analysis and Conformance (optional) shall be dated and signed by a responsible person of the SUPPLIER's Quality Unit, or it may be produced by a computer system which provides a degree of control equivalent to that given by a signature. The Certificate of Analysis states that the batch is suitable for release, and it must include – as a minimum –
- SUPPLIER name and address, incl. telephone number
 - Name and address of original manufacturer, if SUPPLIER is not the original manufacturer
 - SUBSTANCE name and grade (if applicable),
 - SUPPLIER batch/lot number,
 - Reference to the agreed specification,
 - Test parameters and corresponding specification requirements,
 - Test results (numerical, where applicable) for each chemical, physical or microbiological test performed,
 - Date of release and expiration or retest date of the SUBSTANCE.
- 2.3 The Certificate of Conformance to states that the subject lot was produced in accordance to the applicable DMF, CEP or pharmacopeial monograph(s), and in compliance with all applicable cGMP requirements.
- 2.4 Certificate of Analysis and Certificate of Conformance may be issued as separate documents or combined to a single document, as appropriate.

Supplier	Customer	TECHNICAL AGREEMENT	4/13

Company Logo	Company Name	Company Address
Quality Agreement		Ref : Date :

3. CHANGE CONTROL

- 3.1 SUPPLIER shall have a documented and effective change control system in place. SUPPLIER shall inform CUSTOMER of any significant changes to the manufacture of the SUBSTANCE, which may have an impact on the quality of supplied SUBSTANCE, and/or on any regulatory applications related to the SUBSTANCE. SUPPLIER shall notify CUSTOMER within a reasonable time, prior to implementation, to allow CUSTOMER to assess the potential impact of the change upon the SUBSTANCE supplied or its use by CUSTOMER.
- 3.2 The implementation of major changes (i.e., changes requiring authorities, pre-approval) shall not occur until the CUSTOMER has given written approval.
- 3.3 SUPPLIER shall only supply CUSTOMER with SUBSTANCE approved under any applicable DMF and/or CUSTOMER's existing regulatory filings until such time as the SUBSTANCE manufactured following such change is permitted under the regulatory filings therefore.
- 3.4 For those changes required to comply with applicable laws and regulatory agency requirements, SUPPLIER shall notify CUSTOMER of such requirements after SUPPLIER becomes aware of the need for such change.
- 3.5 CUSTOMER undertakes to submit within a reasonable period of time all necessary change notifications to all competent authorities in full compliance with the applicable regulations, respectively, and to inform SUPPLIER of the receipt of the necessary acknowledgement of the validity of the notification and, depending on the type of change, the acceptance or approval of the change by the competent authorities.
- 3.6 Any modification of the production process of the pharmaceutical packaging material by the SUPPLIER will be carried out with information and understanding of CUSTOMER in case the quality of the pharmaceutical packaging material is going to change drastically; i.e. affecting the marketing authorization of the product in the territory.
- 3.7 The SUPPLIER to inform at least 40 days before the relevant changes, in case it is required of such a change, which may have bearing on regulatory requirements and or marketing authorization. The change will not become effective until contract giver and MA holder obtain all the necessary approval from the authority.

Supplier	Customer	TECHNICAL AGREEMENT	5/13

Company Logo	Company Name	Company Address
Quality Agreement		Ref : Date :

4. RIGHT TO AUDIT

- 4.1 SUPPLIER shall allow –upon signature of a special confidentiality agreement– CUSTOMER or its representatives to carry out on-site audits by appointment. SUPPLIER shall permit all reasonable access to the manufacturing, packaging, warehousing and laboratory areas related to the manufacture of the SUBSTANCE(s), including pertinent documentation. Any such audit shall take place during normal business hours and must not interfere with SUPPLIER's manufacturing operations.
- 4.2 The results of the audit and the observation(s) shall be sent to SUPPLIER by means of a written report. SUPPLIER must ensure a satisfactory follow up to the observations made during the audit performed by the CUSTOMER, and take corrective actions mutually agreed upon by the parties.
- 4.3 Note 4.1: target timelines for both report and response may be added; a 4-weeks period is quite common, respectively.
- 4.4 The audit frequency shall depend upon the results of the previous audit(s) and the quality performance of SUPPLIER. In the absence of critical quality incidents the frequency shall be not more than once every three (3) years.

5. AUTHORITY INSPECTIONS

- 5.1 SUPPLIER shall promptly notify CUSTOMER of any regulatory or cGMP violations (e.g. FDA Warning Letter or suspension/withdrawal of one or more CEPs) identified during
- 5.2 Authority cGMP inspections and impacting the quality of the SUBSTANCE intended to be shipped to CUSTOMER and/or potentially affecting the ability of SUPPLIER to produce or ship the SUBSTANCE.

6. SUB-CONTRACTING

- 6.1 SUPPLIER will use its established cGMP systems for evaluation, approval and maintenance of all sub-contracted services with a cGMP impact on SUBSTANCE manufactured. SUPPLIER shall notify CUSTOMER of any existing or new sub-contractor used for any cGMP-relevant service if the regulatory filings of the SUBSTANCE are concerned.

Supplier	Customer	TECHNICAL AGREEMENT	6/13

Company Logo	Company Name	Company Address
Quality Agreement		Ref : Date :

7. RETENTION OF SAMPLES (FINAL SUBSTANCE)

Note 7.1: one of the two conditions given below should be chosen, depending if an expiry date or a retest date has been defined for the SUBSTANCE.

- 7.1 SUPPLIER will store SUBSTANCE retention samples, sufficient to perform at least two (2) full specification analyses (see Note 7.2), in containers that are equivalent to or more protective than the commercial packaging. Samples are to be retained for < one (1) year after the expiry date of the batch assigned by SUPPLIER or for three (3) years after distribution, whichever is the longer > or < for three (3) years after the batch is completely distributed by SUPPLIER >.
- 7.2 Note: "specification analysis" means "analysis according to the agreed specification" that may be identical with "compendial analysis" (if specification is equivalent to current pharmacopoeial monograph), or different in case there is no pharmacopoeial monograph, or if the agreed specification exceeds the monograph.

8. RETENTION OF RECORDS/DOCUMENTATION

- 8.1 SUPPLIER will store the original master batch records, the executed batch records, and all other original documentation that is related to the manufacture of substance and that is required to be maintained under cGMP, protected from destruction and unauthorised access, for < one (1) year after the expiry date of the batch assigned by SUPPLIER or for three (3) years after distribution, whichever is the longer > or < for three (3) years after the batch is completely distributed by SUPPLIER >.
- 8.2 SUPPLIER will make the original records related to the manufacture of the SUBSTANCE available for CUSTOMER during an on-site audit.
- 8.3 Validation documents should be archived for as long as SUBSTANCE is supplied or for 7 years after the version became obsolete.

9. STABILITY

- 9.1 SUPPLIER has assigned retest dates (or expiry dates, where applicable), storage and shipping conditions, based upon stability studies.
- 9.2 SUPPLIER is responsible for performing on-going stability studies for the SUBSTANCE. At least one batch per year should be tested to ICH requirements (long-term storage conditions only).
- 9.3 SUPPLIER is responsible for performing appropriate stability studies on the SUBSTANCE arising from process changes.
- 9.4 SUPPLIER will provide stability data to CUSTOMER upon reasonable request (e.g., if required according to the applied registration procedure).

Supplier	Customer	TECHNICAL AGREEMENT	7/13

Company Logo	Company Name	Company Address
Quality Agreement		Ref : Date :

10. COMPLAINTS

- 10.1 SUPPLIER will respond to complaints by the CUSTOMER in a timely manner and according to formally agreed procedures.
- 10.2 SUPPLIER will inform CUSTOMER in a timely manner and in writing on the conclusions driven by the investigation performed and the corrective/preventive actions defined.
- 10.3 In case the investigation could not be finalized within 20 business days, SUPPLIER will provide an interim report to CUSTOMER.
- 10.4 Note 10.1: target timelines for both initial and concluding responses may be added; for the concluding response a period of 20 business days is quite common.
- 10.5 CUSTOMER will make relevant information and samples of the affected SUBSTANCE batch(es)/lot(s) available to assist in the investigation of SUPPLIER (as appropriate).
- 10.6 SUPPLIER will inform CUSTOMER if any received complaint could also have a serious impact on batches supplied to CUSTOMER (i.e., the complaint constitutes a potential risk to patients health or safety).
- 10.7 The statutory and/or contractual obligations of CUSTOMER to inspect the goods upon delivery and to promptly notify any defect or shortage remain unaffected.

11. RECALL

- 11.1 Immediately after SUPPLIER has become aware of it, SUPPLIER will inform CUSTOMER of any serious quality issue that may result in a recall of supplied SUBSTANCE or finished drug product made thereof.
- 11.2 SUPPLIER and CUSTOMER consult and decide on roles and responsibilities regarding co-ordination of the investigation and decisions.
- 11.3 CUSTOMER is responsible for the final decision and the coordination of any recalls or field alert activities related to finished drug product, whereas SUPPLIER shall not be prohibited hereunder from taking any action that is deemed necessary based on science and risk or that is required to be taken by applicable law.

12. PRODUCT QUALITY REVIEW

- 12.1 SUPPLIER shall allow CUSTOMER to review the annual Product Quality Review (PQR) for the SUBSTANCE(s) during an on-site audit.

Supplier	Customer	TECHNICAL AGREEMENT	8/13

Company Logo	Company Name	Company Address
Quality Agreement		Ref : Date :

13. STORAGE AND DISTRIBUTION

- 13.1 Storage: special storage requirements for the SUBSTANCE(s) should be clear.
- 13.2 Distribution: either in the Supply Agreement or in the Quality Agreement the responsibilities for the whole supply chain should be defined; reference to GDP (IPEC, WHO) is recommended. The following text is written for a case where the SUPPLIER is responsible for the transportation from the manufacturing site to the CUSTOMER's receiving site (and needs to be changed, if responsibilities are different).
- 13.3 SUPPLIER shall make commercially reasonable efforts to exclude, during packaging, storage, and shipping of the SUBSTANCE(s), the possibility of deterioration, contamination, or mix-ups with any other material.
- 13.4 SUPPLIER shall comply with the following requirements in relation to distribution of the SUBSTANCE(s):
- Distribution in accordance with storage conditions stated on the labels
 - Contracts with hauliers and shipping agents
 - Ability to recall SUBSTANCE from distribution network
 - Quarantine SUBSTANCE with questionable quality
 - Utilize tamper evident seals on all packaging
 - SUPPLIER will qualify hauliers and shipping agents used to transport the SUBSTANCE(s).
- 13.5 SUPPLIER will provide an up-to-date MSDS to CUSTOMER with each shipment or at least on an annual basis.
- 13.6 This agreement does not absolve the SUPPLIER from complying with any legal requirements in relation to the transportation of the SUBSTANCE(s).

14. UNDESIRABLE CONTAMINANTS

- 14.1 BSE/TSE: SUPPLIER shall provide to CUSTOMER a BSE/TSE certificate for the SUBSTANCE(s) listed in accordance with the EMEA Note for Guidance EMEA/410/01 (current revision). The certificate shall indicate if the SUBSTANCE(s) is (are) of human or animal origin, and if materials of human or animal origin are used during the manufacturing process of the SUBSTANCE (s). An updated BSE/TSE certificate must be issued after any change to the manufacturing process which involves new raw materials or for raw materials that have been sourced from a different supplier.
- 14.2 Residual solvents: SUPPLIER shall provide to CUSTOMER a residual solvents statement for the SUBSTANCE(s) listed in accordance with the ICH Q3C guideline. An updated statement must be issued after changes to the manufacture of the SUBSTANCE(s), if applicable.

Supplier	Customer	TECHNICAL AGREEMENT	9/13

Company Logo	Company Name	Company Address
Quality Agreement		Ref : Date :

- 14.3 Metal catalyst/reagent residues: SUPPLIER shall provide to CUSTOMER a statement on metal residues for the SUBSTANCE(s) listed in accordance with the EMEA "Guideline on the specification limits for residues of metal catalysts or metal reagents" (EMA/ CHMP/ SWP/ 4446/ 2000) and other applicable regulations. An updated statement must be issued after changes to the manufacture of the SUBSTANCE(s), if applicable.
- 14.4 If the CEP contains the required information on BSE/TSE, residual solvents or metal catalyst/reagent residues, then the CEP itself may be used instead of separate supplier declarations.

15. HAPIs

- 15.1 SUPPLIER shall not conduct production and handling of highly sensitizing materials (such as penicillins or cephalosporins) in the equipment being used for the SUBSTANCE(s). Production of such materials in the same building being used for the SUBSTANCE(s) is permitted only if performed in a closed and dedicated system.
- 15.2 In case of highly active or toxic materials, such as potent hormones, cytotoxic compounds, or other potentially hazardous materials manufactured by the SUPPLIER in the same facilities as used for SUBSTANCE, validated inactivation and/or cleaning procedures should be in place.

16. QUALIFICATION / VALIDATION

- 16.1 Qualification and validation activities according ICH Q7, chapter 12; not necessary to give more details in the agreement

17. REPROCESSING

- 17.1 Note: Not to be included in the agreement; reprocessing shall be performed according to the registration dossier and ICH Q7, chapter 14.2. No further information on reprocessing necessary as far as described in the DMF or CEP dossier (generic APIs). If ICH Q7 as well as the registered procedures are followed there is actually no justified reason to refuse the delivery of reprocessed batches of SUBSTANCE.

18. REWORKING:

- 18.1 Reworking must be performed, if at all, according to the SUBSTANCE registration documents.
- 18.2 CUSTOMER should be informed of such batches/lots.

Supplier	Customer	TECHNICAL AGREEMENT	10/13

Company Logo	Company Name	Company Address
Quality Agreement		Ref : Date :

19. DEVIATIONS / OOS (INCL. STABILITY)

- 19.1 In case of serious quality incidents observed only after shipment of batches of the SUBSTANCE, SUPPLIER shall promptly and appropriately notify CUSTOMER thereof.

20. PACKAGING

- 20.1 The specifications for packaging materials including tamper evident seals must be in accordance with the regulatory documentation related to the SUBSTANCE(s).
- 20.2 SUPPLIER shall package the SUBSTANCE using the components, closures and tamper evident seals as specified in Appendix X
- 20.3 Note 21.1: the list in Appendix X may include both primary packaging materials and secondary ones, e.g. pallets, wrapping etc. There may be the need to define and explain any coding on the seals.
- 20.4 < List other security measures here, as applicable. >
- 20.5 Note 21.2: the following paragraph is only applicable in very specific cases.
- 20.6 Optional: When primary packaging material is returned from CUSTOMER to SUPPLIER for reuse, SUPPLIER will validate the cleaning procedure(s) used to clean the packaging material.

21. LABELLING

- 21.1 The shipping label may include additional information (e.g., CUSTOMER material code); details may be defined in the Supply Agreement;
- 21.2 Labelling should be described in sufficient detail if done on behalf of the CUSTOMER;
- 21.3 An example of the label may be provided in an appendix to the Quality Agreement.

22. REGULATORY DOCUMENTS

- 22.1 SUPPLIER is responsible for preparation, submission and maintaining the appropriate registration documents for the SUBSTANCE (i.e. dossier for CEP, DMF, or equivalent).
- 22.2 SUPPLIER is responsible for all regulatory contacts with the relevant regulatory authority with jurisdiction over the SUBSTANCE.
- 22.3 Upon written request, SUPPLIER will allow CUSTOMER to refer to SUPPLIER s registration documents for the SUBSTANCE, in order to support CUSTOMER s Marketing Authorization Applications for finished drug product made from SUBSTANCE.

Supplier	Customer	TECHNICAL AGREEMENT	11/13

Company Logo	Company Name	Company Address
Quality Agreement		Ref : Date :

- 22.4 SUPPLIER will provide current information to CUSTOMER, as reasonably requested for the SUBSTANCE by guidance for submission of any regulatory dossier by CUSTOMER for finished drug product made from SUBSTANCE. Such information will include either access to CEP (including the appropriate stability data for the SUBSTANCE, if no retest date is defined in the CEP), or applicants part to DMF, or equivalent.
- 22.5 CUSTOMER is responsible for submitting the regulatory dossier for Marketing Authorization Application associated with any finished drug products made from the SUBSTANCE. Such regulatory dossier, as it pertains to SUPPLIER, will refer to SUPPLIER's CEP, DMF or equivalent, where applicable.
- 22.6 Optional: Appendix X will include the list of SUPPLIER's supportive registration documents that are available at the signature of this Quality Agreement.

23. CHANGES AND NOTICES

- 23.1 Any changes or amendments to this agreement have to be in writing and to be signed by both parties. Any notices or other communications to be served or sent to either party shall also be in writing.
- 23.2 Notice to CUSTOMER shall be made to:
23.2.1 .
- 23.3 Notice to SUPPLIER shall be made to:
23.3.1
- 23.4 Any such notice shall be in English language and shall be considered to have been given at the time when actually delivered or in the case of a fax, on completion of the confirmed transmission or in any other event within 7 (seven) days after it was received by the party.

24. PRODUCT RELEASE

- 24.1 Optional: SUPPLIER will not ship any SUBSTANCE to CUSTOMER until the SUBSTANCE is released, unless prior written approval has been received from CUSTOMER to perform such a shipment under quarantine.

25. REFERENCE STANDARDS

- 25.1 All reference standards should be stored in accordance with the suppliers recommended storage conditions and used within their given expiry or retest date.
- 25.2 SUPPLIER shall provide to CUSTOMER reasonable quantities of any non-compendial, commercially not available reference standards necessary to perform the tests included in the SUBSTANCE specification.

Supplier	Customer	TECHNICAL AGREEMENT	12/13

Company Logo	Company Name	Company Address
Quality Agreement		Ref : Date :

26. SPECIFICATIONS

26.1 Specifications for the SUBSTANCE(s) are detailed in Appendix X.

27. ANALYTICAL METHODS

27.1 SUPPLIER shall provide to CUSTOMER any in-house methods, including validation reports, used for testing according to the agreed specifications (where there are no compendial methods).

27.2 Compendial analytical methods must be verified and all others must be validated prior to use.

28. DURATION OF THE AGREEMENT

28.1 This agreement shall come into force at the date this contract has been signed by both parties and remain valid for a period of **5 (five) years** from first launch of the finished product containing the pharmaceutical packaging material in the territory. This term shall be renewed automatically for a period of 1 (one) year on the 5th (fifth) and each subsequent anniversary of the above-mentioned date, if not terminated by either party hereto giving the other party not less than 6 (six) months written notice of termination.

28.2 If sub-contractor is unable to provide contract-giver with information required by the regulatory authorities in order to obtain the Marketing Authorization, contract-giver, at its option, may terminate the agreement without any liability.

28.3 Either party shall not be allowed to assign any of its rights or delegate its obligations to a third party unless prior written consent from the other party is obtained. In case the ownership of either contract giver or sub-contractor changes hand, during the period of this agreement, the new owners must be bound to this agreement without any liability.

28.4 Either of the parties hereto shall have the right without prejudice to any rights exercisable, damages accrued or claims for damage or other relief, to terminate this agreement forthwith for cause by written notice to the other party in any of the following events occurring to the other party:

28.4.1 If a party becomes insolvent, is judged bankrupt, applies for judicial or extra-judicial settlements with its creditors, makes an assignment for the benefit of its creditors, voluntarily files for bankruptcy or has a receiver or trustee (or the like) in subject of liquidation or dissolution or involuntary bankruptcy proceedings or otherwise discontinues business

28.4.2 If either of the parties breached any of the material terms or conditions of this agreement and the defaulting party shall fail to fully cure such breach within 60 (sixty) days of receipt of written notice from the party asserting the breach.

Supplier	Customer	TECHNICAL AGREEMENT	13/13