

1.2.1 Foreign Manufacturer may be allowed to manufacture any drug under licensing agreement with any manufacturer in Bangladesh if the drug is its research product and is registered under the same brand name in any of the countries specified under sub-section (1A) of section 5"

1.2.2 A manufacturer in Bangladesh may be allowed to manufacture any drug under any written contract with any pharmaceutical manufacturing plant in Bangladesh.

1.3 প্রাথমিক ঔষধ উৎপাদন প্রক্রিয়ায় বিভিন্ন প্রতিষ্ঠানের অব্যবহৃত সুবিধা *Ges Dr cr v` b 9lgZv Kv tR j vM/tq uec j y cni gV Y JI a Dr cr v` b m e, G t Z ue b t q v M K Z. A t_ P h_ v t c v h y e` e n v i Ges c P z` e t` m k K g y i m i k t q n q | c u_ e x i ue w f b u t` t k* প্রাথমিক ঔষধ উৎপাদনের নজির রয়েছে এবং দেশেও এ প্রক্রিয়া চলমান আছে।

m j b v i` t M i B W j v B b b v_ v K v q P r e s r f i u E K J I a D r c r v` b e` e` v h_ v h_ f i t e g j` v q b I u b q s y K i v m e n t` Q b v | u e` g v b J I a b m Z Ges J I a A v B t b i r f i u E t Z P r e s r f i u E K J I a D r c r v` t b i A b g v Z c o v t b i R b` m j b v i` t ক্রাইটেরিয়া নির্ধারণ এবং চুক্তি *c o v b K v i x I M h Y K v i x c o Z o v b m g r g j` v q t b i u b q t E G K u U ÷ v U W W M B W j v B b c l y q b A v e k` K | G K u U c o g Z (÷ v U W W) M i B W j v B b K v h R i u b q s y e` e` v c o Z o v q Ges g v b m e u b e J I a D r c r v` t b m n i q K n t e |*

02/ D t i k` t

- 2.1 *P r e s r f i u E K D r c r v` Z J I t a i g v b u b i o Z K i v |*
- 2.2 *K v h R i u b q s y e` e` n v c o Z o v K i v |*
- 2.3 *P r e s e x c o Z o v b m g r t n i m s i k o m t h m- m e a v g j` v q t b m j b v i` t u b t` R b v A b y i Y K i v |*
- 2.4 *P r e s M h Y K v i x c o Z o v t b i D r c r v` b I g v b- u b q s y K` v c v m u h_ v h_ f i t e g j` v q b K i v |*
- 2.5 *P r e s M h Y K v i x c o Z o v t b i D r c r v` b I g v b- u b q s y e` e` v q u R G g u c e v` Z e v q b u b i o r K i v |*
- 2.6 *c o Z o v b m g r t n i A v B b M Z` v q I` u q Z i u b i f c b K i v |*
- 2.7 *P r e s e x c o Z o v b m g r t K m j b v i` t u` K u b t` R b v c o v b K i v |*
- 2.8 *P r e s r f i u E K D r c r v` t b i u e a m s Z` i- K i v |*

03/ G j v K m g r t

- 3.1 **A b y Z A v B b, u e v a I b m Z t**
W M A` v t 1940, W M i a j 1945, t e l z j W M i a j 1946, J I a (u b q s y) A a` v t` k 1982 Ges J I a b m Z 2005 I Drugs (control) (Amendment) Act, 2006 |
- 3.2 **P r e i a i Y t g v i j c o v b e v j v B t m Y c o v b- G i A v l Z v q** (Under License/Toll Manufacture/Contract Manufacture) |
- 3.3 **P r e i u e l q t W M c o v t (t W t R m d g) I W M m e ÷ v Y (J I t a i K v P r g i j) D r c r v` b, D` P c h y i J I t a i t q t t c i x q v I u e t k o Y P r e s r f i u E K K g R v t U i A v l Z r f y n t e |**
- 3.4 **P r e b v g v t P r e s c o v b K v i x I P r e s M h Y K v i x c o Z o v b` g u i g t a` G K u U P r e s b v g v m e u v` b K i t Z n t e | D` P P r e s b v g v u b g e w Y Z k Z v u` _ v K t Z n t e |**
 - 3.4.1 *m e u v` Z P r e s i t g v r` n t e K g c t q l` t e Q i Ges m e t P P c u P e Q i | P r e s b e v q b t h m` n t e |*

- 3.4.2 *Præ* ex c̄ i Kivrguj msi ǾY, c̄w± tWfj c̄gU, Drcv`b, gvb-ubqšY, gvb ubōZKiY Ges e`vP wi wj t̄Ri wēl̄q Df̄q c̄Zōv̄t̄bi m̄ybw`θ`wqZ; *Præ* b̄vgvq D̄t̄j L̄ Ki t̄Z n̄te |
- 3.4.3 c̄w± tWfj c̄gU, ÷`wēw̄j wU ÷`wW, c̄mm t̄f̄w̄j t̄Wkb, Gbv̄j v̄Bw̄UK`vj t̄g_W t̄f̄w̄j t̄Wkb/ t̄f̄w̄i w̄d̄t̄Kkb, WKt̄gU c̄Yqb Ges t̄Ubs-Gi `wqZ; *Præ* b̄vgvq m̄ybw`θ`f̄v̄te D̄t̄j L̄ _vKt̄Z n̄te |
- 3.4.4 *Præ* M̄hYKvix c̄Zōv̄t̄bi *Præ* ex c̄ i Drcv`b l̄ gvbubqš̄Yi mēf̄gvU ǾgZv Ges Ae`eüZ ǾgZv *Præ* b̄vgvq D̄t̄j L̄ Ki t̄Z n̄te |
- 3.4.5 *Præ* ex c̄ i Kivrguj msM̄h, msi ǾY Ges wi wj t̄Ri `wqZ; Drcw`Z c̄ i msi ǾY l̄ wi wj t̄Ri `wqZ; *Præ* b̄vgvq D̄t̄j L̄ Ki t̄Z n̄te |
- 3.4.6 e`vP ti KW⁹Ges Avb̄jw̄zK WKt̄gU msi Ǿt̄Yi `vq Ges `wqZ; *Præ* b̄vgvq D̄t̄j L̄ Ki t̄Z n̄te |
- 3.5 Drcv`b l̄ gvbubqš̄Y e`e`vi t̄Kvqwj wU AwWU-Gi `wqZ; *Præ* b̄vgvq D̄t̄j L̄ Ki t̄Z |
- 3.6 t̄Kvqwj wU g`vb̄t̄qj t̄ *Præ* M̄hYKvix c̄Zōv̄t̄bi t̄Kvqwj wU g`vb̄t̄qj *Præ* ex c̄ i gvbubqš̄Y l̄ gvb ubōZKi t̄Yi wēl̄q w`K w̄b̄t̄`Rbv _vKt̄Z n̄te |
- 3.7 *Præ* c̄ōvbKvix l̄ M̄hYKvix Df̄q c̄Zōv̄t̄bi m̄vBU gv÷vi dvBj -G *Præ* ex c̄ i Z`w` D̄t̄j L̄ _vKt̄Z n̄te |
- 3.8 Kivrguj cixǾv l̄ wētk̄d̄YKvix c̄Zōv̄t̄bi Kivrgvt̄j i w̄t̄Ubk̄b m`v̄új msi ǾY Ki t̄e |
- 3.9 *Præ* c̄ōvbKvix Ges M̄hYKvix Df̄q c̄Zōv̄t̄bi Drcw`Z JI t̄ai w̄t̄Ubk̄b m`v̄új msi ǾY Ki t̄Z n̄te |
- 3.10 e`vP WKt̄gUm-Gi gj- Kwc *Præ* `vZv c̄Zōv̄t̄bi Ges c̄Zōv̄t̄bi w̄c *Præ* M̄hZv c̄Zōv̄t̄bi msi ǾY Ki t̄e |
- 3.11 Df̄q c̄Zōv̄t̄bi th̄s`f̄v̄te *Præ* ex c̄ i t̄Kvqwj wU AwWt̄Ui c̄ōUv̄Kj c̄Yqb Ki t̄e Ges t̄Kvqwj wU AwWU c̄w̄i Pij bv̄ Ki t̄e |
- 3.12 *Præ* c̄ōvbKvix c̄Zōv̄t̄bi Kivrgvj, c`wKs t̄gt̄Uw̄i qvj, Bbc̄mm K̄t̄Uj, evé c̄w± Ges w̄d̄w̄bm̄w̄ c̄w̄v̄t̄±i t`ūw̄w̄d̄t̄Kkb t̄mU-Avc Ki t̄e | G wēl̄q c̄ōq̄v̄t̄bi *Præ* M̄hYKvix c̄Zōv̄t̄bi m̄vqZv M̄hY Ki t̄e |
- 3.13 WHO-Gi w̄RGw̄c M̄vBW j v̄B̄t̄bi Contract Production and Analysis-w̄k̄t̄i v̄b̄v̄t̄g ēw̄ȳ h̄veZ̄xq kZv̄w̄` Df̄q c̄Zōv̄t̄bi Ab̄ȳi Y Ki t̄e |

04| ti t̄j Uix K̄t̄Uj t

- 4.1 īasv̄l̄ mgc̄x̄w̄zi JIa Drcv`bKvix c̄Zōv̄t̄bi ḡt̄a` ō*Præ*w̄f̄w̄ĒK JIa Drcv`b-Gi *Præ* m̄ūv`b Kiv h̄v̄te | A`f̄r A`v̄t̄j v̄c`w̄_K-Gi m̄t̄_ A`v̄t̄j v̄c`w̄_K, n̄v̄ēf̄j -Gi m̄t̄_ n̄v̄ēf̄j , BDbv̄bx-Gi m̄t̄_ BDbv̄bx, Av̄q̄t̄ēf̄ K-Gi m̄t̄_ Av̄q̄t̄ēf̄ K l̄ t̄n̄w̄gl̄ c`w̄_K-Gi m̄t̄_ t̄n̄w̄gl̄ c`w̄_K |
- 4.2 *Præ* `vZv c̄Zōv̄t̄bi *Præ* ex JIamḡt̄ni *Præ*w̄f̄w̄ĒK Drcv`t̄bi Ab̄ȳw̄Z t̄P̄t̄q JIa c̄k̄v̄m̄t̄b Av̄t̄e`b `w̄l̄j Ki t̄Z n̄te | w̄K Kvi t̄Y *Præ*w̄f̄w̄ĒK Drcv`t̄bi c̄ōZve Kiv n̄t̄q̄t̄0, KZ mḡt̄qi Rb` *Præ*w̄f̄w̄ĒK Drcv`b Ki t̄Z P̄iq Zv Av̄t̄e`t̄b D̄t̄j L̄ Ki t̄Z n̄te |
- 4.3 *Præ* `vZv l̄ *Præ*M̄hZv c̄Zōv̄t̄bi ḡt̄a` m̄ūw̄`Z *Præ*b̄vgv JIa c̄k̄v̄m̄t̄b Aw̄a`Bi KZ̄R Ab̄ȳḡw̄`Z n̄t̄Z n̄te | *Præ*i t̄gq̄v` DĒxY⁹nl̄ q̄vi c̄t̄e⁹t̄gq̄v` ēw̄x̄i Rb` Av̄t̄e`b `w̄l̄j Ki t̄Z n̄te Ges c̄ōZw̄eZ t̄gq̄v`i Ab̄ȳḡv`b M̄hY Ki t̄Z n̄te |
- 4.4 *Præ*i t̄gq̄v` K̄v̄t̄j Df̄q c̄Zōv̄t̄bi *Præ* b̄vgv̄i kZv̄w̄` t̄gt̄b Pj t̄Z n̄te |
- 4.5 m̄v̄v̄i Yf̄v̄te `v̄bxq Drcv`bKvix c̄Zōv̄t̄bi t̄Ǿt̄Ā w̄ōc̄Ǿl̄xq *Præ* M̄hY Kiv n̄te, w̄l̄ c̄Ǿl̄xq P̄ȳ³ (Third Party Agreement) w̄bi ār̄m̄w̄n̄Z Kiv n̄te | R̄v̄Z̄xq `t̄h̄w̄l̄K̄v̄j x̄b AZ`v̄ek`K n̄t̄j w̄l̄ c̄Ǿl̄xq P̄ȳ³ i wēl̄q w̄t̄eP̄bv̄ Kiv n̄te |

- 4.6 *weṭ`kx cĀZōvṭbi tḡṭĀ wĀcḡḡxq I wĀcḡḡxq Pṛṣ (Third Party Agreement) MḥY Kiv nṭe|*
- 4.7 *evsj vṭ`tk Drcv`b BDwBU ṭbB Ggb weṭ`kx tKv`civḡṭK Zvi MṭelYij ä Rxebi ḡṭvKvix JIa Zvi cO` Abḡvqx Gṭ`ṭki th tKvb Askx`ṭi i mṭ½ j vḡṭmÝ cĀvb/Pṛṣ i Avl Zvq `nivxqfṭe Drcv`ṭbi AbḡvZ cĀvb Kiv nṭe|*
- 4.8 *Pṛṣ MḥxZv cĀZōvb ŌPṛṣexŌ GKB c` AbĀ tUvj /KĒṭ± wḡṭĒK Drcv`b KiṭZ cvi ṭe br| Pṛṣ`vZv cĀZōvb GKB mṭ½ GKwU c` GKwāK cĀZōvṭbi mṭ_ tUvj /KĒṭ± wḡṭĒK Drcv`b KiṭZ cvi ṭe br|*
- 4.9 *weṭ`kx cĀZōvb KZR cĀĒ j vḡṭmÝi Avl Zvq PṛṣwḡṭĒK Drcv`ṭbi tḡṭĀ j vḡṭmÝcĀB cĀZōvb Pṛṣ`vZv cĀZōvb wḡṭePZ nṭe Ges Kvḡḡv Avg`wbi wḡḡṭĒ JIa cĀvmb ṭ_ṭK Abṭḡv`b MḥY Kiṭe|*
- 4.10 *Pṛṣ Kvjxb mgṭq Pṛṣ`vZv I Pṛṣ MḥxZv cĀZōvṭbi Drcv`b j vḡṭmÝ`ea tgqṭ` i nṭZ nṭe|*
- 4.11 *Pṛṣ`vZv I Pṛṣ MḥxZv cĀZōvṭbi Pṛṣ tḡvZṭeK tKvb Pṛṣex cṭ`i wḡḡḡḡKḡḡvŪ Dfq cĀZōvṭb m`úw` Z nṭj tm tḡṭĀ Dfq cĀZōvṭbi mṡḡw` wḡḡḡḡ cwi`kḡbi gva`ṭg hvḡvB Kiv nṭe| ṭhgb- Pṛṣ`vZv cĀZōvb স্ট্যাবিলিটি স্টাডি কার্যক্রম, প্রসেস ভেলিডেশন, Gbvj vBwUK`vj tg_W ṭḡḡḡwkb/ṭḡḡḡḡḡḡḡḡ BZ`w` কার্যক্রম cwi Pij br Kiṭj tm tḡṭĀ Pṛṣ`vZv cĀZōvṭbi Dvj wLZ wḡḡḡḡ cwi`kḡbi gva`ṭg ḡj`vqb Kiv nṭe|*
- 4.12 *Pṛṣ MḥxZv cĀZōvṭbi JIa Drcv`b K`vcwḡḡḡ m`úṭKḡe`Zwii Z Z`w` JIa cĀvmb ṭ`wLj KiṭZ nṭe|*
- 4.13 *Pṛṣ MḥYKvix cĀZōvṭbi Kvi Lvbr cwi`kḡbi gva`ṭg mḡḡḡḡ mḡḡḡḡ ḡj`vqb Kṭi PṛṣwḡṭĒK Drcv`ṭbi AbḡvZ cĀvb Kiv nṭe|*
- 4.14 *cwi`kḡKṭj Pṛṣ MḥYKvix cĀZōvṭbi Kvi Lvbr cwi mi, cwiṭek, `wḡZ ṭḡḡḡḡvixi Drcv`b I ḡvḡ- wḡḡḡḡ ḡḡḡḡ, ḡvṭUwḡ qvj n`vŪḡḡ s e`v I ṭj vKeṭj i K`vcwḡḡḡ hvḡvB KiṭZ nṭe|*
- 4.15 *PṛṣwḡṭĒK Drcw`Z cṭ`i G`ṭḡ. vi Ges ṭḡvokmḡḡMṭZ Pṛṣ i wḡḡḡḡ `úofṭe DṭjL KiṭZ nṭe (ṭhgb Manufactured by 'X' for 'Y', Manufactured for 'X' by 'Y' BZ`w`)|*
- 4.16 *Under Lisensing প্রক্রিয়ায় ঔষধ উৎপাদনের ক্ষেত্রে cṭ`i G`ṭḡ. vi Ges ṭḡvokmḡḡMṭZ j vḡṭmÝ cĀvbKvix cĀZōvṭbi bvg DṭjL KiṭZ nṭe|*
- 4.17 *Pṛṣex tKvb c` ḡvḡ ewḡḡḡ/ṭḡḡḡḡ h`ṣ nṭj Dfq cĀZōvṭK AvBb ṭḡvZṭeK `vq`wḡZjenb KiṭZ nṭe|*
- 4.18 *tKvb KviṭY Pṛṣ i Aemḡḡ ev Pṛṣ ewḡZj Kiṭj JIa cĀvmbṭK AemḡZ KiṭZ nṭe|*
- 4.19 *Pṛṣbvḡvi tKvb kZ`cwi eZḡ/cwi eaḡ/mṡṭhvRb-wḡṭqvRb Kiṭj, Pṛṣex cṭ`i tKvb cwi eZḡ Kiṭj JIa cĀvmbṭK AemḡZ KiṭZ nṭe Ges Abṭḡv`b MḥY KiṭZ nṭe|*
- 05| *PṛṣwḡṭĒK JIa Drcv`ṭbi tḡṭĀ G MvBW j vḡṭḡ ewYṂ wḡ`Rvenj Pṛṣ MḥYKvix I Pṛṣ cĀvbKvix cĀZōvbmgḡ h_vh_fṭe Abḡḡi Y Kiṭe|*
- 06| *cĀqvRṭb D`ṣ MvBW j vBb mgṭq mgṭq nvj bwḡv` Kiv nṭe|*
- 07| *cĀvZ ÷ `vŪw`di ṭḡḡ (Kwḡ msh`ṣ) Abḡḡḡḡ mṡḡw` cḡṭK Pṛṣ m`úv`b KiṭZ nṭe|*

Format for Preparing A Contract (Toll) Manufacturing Agreement

Preamble: The name of the Contract Giver (CG) and the Contract Acceptor (CA) involved with their registered addresses. To include the purpose of the Contract and the desire of the parties involved.

Contents:

1. **Definition:** Definition of all the relevant terms used in the Contract should be given.
2. **Appointment:** i) Period of Contract; ii) Site of Manufacturing; and iii) Purpose; to be included.
3. **Technology, Manufacturing Instructions, Standard and Guidelines:** Responsibilities of the individual parties to be defined. To mention who will provide what for the manufacture of the products.
4. **Manufacture of the products:** To mention that the CA will manufacture with its facilities/equipment/utilities for bulk processing and packaging using APIs and materials provided by the CG. Also to mention about a Quality Agreement as given in Appendix D.
5. **APIs and other materials:** Who will provide what should be defined.
6. **Forecast and Orders:** To be provided by CG and the period and timing to be mentioned.
7. **Storage and Stock:** Responsibilities of both the parties related to APIs, Excipients, Packaging Materials, Finished Products, and Quarantine Stock before release, should be clearly mentioned.
8. **Delivery of the Products:** Procedure for delivery of the products by the CG should be defined along with the transfer documents and compliance of VAT payment formalities.
9. **KPIs (Key performance indicators), Yield and Improvement:** Procedure for addressing these parameters should be included.
10. **Quality:** The parties should enter into the Quality agreement as given in Appendix D. Responsibilities of the parties for maintaining records, analysis, in-process checks, release, rejection, transfer, supervision should be defined.
11. **Non-conformity:** All batches of product(s) delivered by CA to the CG shall comply with the specifications. However if there is any deviation then how to address should be defined.
12. **Manufacturing Fees and Payments:** Should be clearly defined and attached as Appendix.
13. **Intellectual Property Rights– Authorizations:** Responsibility of the CG for product registrations and compliance as per laws of Bangladesh.
14. **Audit – Inspection:** Role of the CG and acceptance by the CA should be defined.
15. **Confidentiality:** Responsibility related to disclosure of the information related to the Contract should be defined.
16. **Warranties and Representations:** CA should warrant and represents that all products manufactured and delivered pursuant to the Contract should conform to the specifications and manufactured in accordance with the GMP and all applicable laws and regulations relevant to the manufacture of the products. Safety, health and environment issues are the responsibility of the CA. Whereas CG should warrant that it is the owner of the intellectual property rights and that APIs and all materials provided are compliant and it is the owner of the products and the products are duly registered.
17. **Liability:** Responsibility of the CA for material loss during production or delivery. Whereas CG will indemnify CA against all claims related to the uses of the products by third parties. However insurance policies may be taken by the individual parties for their own protection.
18. **Force Majeure:** To be included as in any Standard Contract.

19. **Term and Termination:** Effective Date and the period of Contract, the renewal procedure and responsibilities to be defined.
20. **Consequence of Termination:** Action involved and responsibility of the parties to be defined. Notification to the regulatory authority by both CG and CA.
21. **Applicable Law and Dispute Resolution:** Provisions for resolving any dispute amicably and if failed should be through arbitration should be defined.
22. **Miscellaneous:** Terms related to stipulations with other laws, assigning, modification to the Contract, notices, reference in promotional materials, discrepancies to be addressed.
23. **Signatures and Witnesses:** Signatures, names and designations of the signatories and witnesses to be included.

24. **Appendices:**

- A. Product List
- B. API Specifications
- C. Manufacturing Instructions and Storage Condition
- D. Quality Agreement
 - a) Definitions
 - b) Basis
 - c) Object
 - d) Starting and Packaging Materials
 - e) Manufacture, Manufacturing Procedures and Manufacturing Records
 - f) Quality Control
 - g) Storage
 - h) Change Control
 - i) Contracting of third parties
 - j) Inspections
 - k) Complaints and Recall
 - l) Concluding Provisions
 - m) Appendices of Quality Agreement
 1. Persons Responsible from CG and CA should be listed
 2. Products ordered and responsibilities: i) Primary Packaging; ii) Secondary Packaging; iii) Release
 3. Division of Pharmaceutical Responsibilities: CG and CA (*a blank format provided*)
 4. Suppliers of starting materials, primary, secondary and other packaging materials
- E. Manufacturing Fees
- F. KPIs
- G. Responsibilities of Supply and Responsibilities of Manufacturing

Appendix 3
Division of pharmaceutical responsibilities
 (mark the square for the responsible party)

Contract Giver (CG):

Contract Acceptor(CA):

| | Contract Giver(CG) | Contract Acceptor (CA) |
|---|---------------------------|-------------------------------|
| <i>Compliance with the registration documents</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Division of pharmaceutical responsibilities:</i> | | |
| <u>Active ingredient (s)</u> | | |
| Specification | <input type="checkbox"/> | <input type="checkbox"/> |
| Supply/Procurement | <input type="checkbox"/> | <input type="checkbox"/> |
| Testing | <input type="checkbox"/> | <input type="checkbox"/> |
| Transport conditions | <input type="checkbox"/> | <input type="checkbox"/> |
| Retention samples | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Other starting materials:</u> | | |
| Specification | <input type="checkbox"/> | <input type="checkbox"/> |
| Supply/Procurement | <input type="checkbox"/> | <input type="checkbox"/> |
| Testing | <input type="checkbox"/> | <input type="checkbox"/> |
| Transport conditions | <input type="checkbox"/> | <input type="checkbox"/> |
| Retention samples | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Primary packaging materials:</u> | | |
| Specification | <input type="checkbox"/> | <input type="checkbox"/> |
| Clearance for printing | <input type="checkbox"/> | <input type="checkbox"/> |
| Supply/Procurement | <input type="checkbox"/> | <input type="checkbox"/> |
| Testing | <input type="checkbox"/> | <input type="checkbox"/> |
| Retention samples | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Secondary packaging materials</u> | | |
| Specification | <input type="checkbox"/> | <input type="checkbox"/> |
| Clearance for printing | <input type="checkbox"/> | <input type="checkbox"/> |
| Supply/Procurement | <input type="checkbox"/> | <input type="checkbox"/> |
| Testing | <input type="checkbox"/> | <input type="checkbox"/> |
| Retention samples | <input type="checkbox"/> | <input type="checkbox"/> |
| <u>Other packaging materials:</u> | | |
| Specification | <input type="checkbox"/> | <input type="checkbox"/> |
| Clearance for printing | <input type="checkbox"/> | <input type="checkbox"/> |
| Supply/Procurement | <input type="checkbox"/> | <input type="checkbox"/> |
| Testing | <input type="checkbox"/> | <input type="checkbox"/> |

**Format For Preparing
A Contract (Toll) Manufacturing Agreement**

1. **Definition:** -----

2. **Appointment:** -----
 - i. Period of Contract:-----

 - ii. Site of manufacturing: -----

 - iii. Purpose: -----

3. **Technology**
 - i. Manufacturing Instructions :-----

 - ii. Standard and Guidelines:-----

4. **Manufacture of the products:** -----

5. **APIs and other materials:** -----

6. **Forecast and Orders:** -----

7. **Storage and Stock:** -----

8. **Delivery of the Products:** -----

9. **KPIs (Key performance indicators),
Yield and Improvement:** -----

10. **Quality:** -----

11. **Non-conformity:** -----

12. **Manufacturing Fees and Payments:** -----

13. **Intellectual Property Rights – Authorizations:**-----

14. **Audit – Inspection: Confidentiality:** -----
15. **Warranties and Representations:** -----
16. **Liability:** -----
17. **Force Majeure:** -----
18. **Term and Termination:**-----
19. **Consequence of Termination:** -----
20. **Applicable Law and Dispute Resolution:** -----
21. **Miscellaneous:** -----
22. **Signatures and Witnesses:** -----
23. **Appendices:**-----