

(b) On reasonable notice and as reasonably requested, AstraZeneca shall enable the Commission (or an independent expert appointed by the Commission as set forth below) to access all clinical trial data (including communications and correspondence with Regulatory Authorities and bodies to include all audit observations, inspection reports, meeting minutes, and all AstraZeneca commitments and responses) and all data relevant to the manufacturing of the Vaccine; *provided*, that AstraZeneca is permitted to share such information with the Commission; and *provided, further*, that if AstraZeneca is not permitted to share such information with the Commission, it shall use its Best Reasonable Efforts to obtain permission to share such information. If the Commission chooses to access such information through a third party, such third party must be an independent expert in the applicable field, the Commission shall notify AstraZeneca of such expert in advance, and such expert shall be subject to Section 15 of this Agreement. The Commission shall choose another expert if AstraZeneca provides reasonable justification upon which such expert should not be permitted access to such information.

5. Manufacturing and Supply.

5.1. Initial Europe Doses. AstraZeneca shall use its Best Reasonable Efforts to manufacture the Initial Europe Doses within the EU for distribution, and to deliver to the Distribution Hubs, following EU marketing authorization, as set forth more fully in Section 7.1, approximately [REDACTED] 2020 [REDACTED] Q1 2021, and (iii) the remainder of the Initial Europe Doses by the end of [REDACTED]

5.2. Optional Doses. The Commission shall have an option to increase its order on behalf and in the name of the Participating Member States of the Vaccine Doses by an additional 100 million Doses (“**Optional Doses**”). In order to exercise such option, the Commission shall deliver an irrevocable notice to AstraZeneca exercising such option within [REDACTED] of delivery by AstraZeneca to the Commission of the first Phase III Trial report that includes efficacy and safety data. The Optional Doses shall be delivered to the Participating Member States following delivery of the Initial Europe Doses and no earlier than [REDACTED]. As a condition to exercising the Optional Doses, the Commission must provide the necessary information on allocation of the full 100 million Optional Doses among the Participating Member States.

5.3. Additional Doses. AstraZeneca shall consider in good faith any request for additional Vaccine Doses made by the Participating Member States, but shall not be required to manufacture and supply Vaccine Doses in excess of the Initial Europe Doses and the Optional Doses (“**Additional Doses**”). The Commission and the Participating Member States recognize that it may not be possible for AstraZeneca to manufacture any Additional Doses prior to [REDACTED]

5.4. Manufacturing Sites. AstraZeneca shall use its Best Reasonable Efforts to manufacture the Vaccine at manufacturing sites located within the EU (which, for the purpose of this Section 5.4 only shall include the United Kingdom) and may manufacture the Vaccine in non-EU facilities, if appropriate, to accelerate supply of the