

葛兰素史克采购合同基本条款
(【货物 / 服务 / 货物及服务】)
GLAXOSMITHKLINE GENERAL TERMS AND CONDITIONS OF PROCUREMENT
(【GOODS / SERVICES / GOODS & SERVICES】)

本葛兰素史克采购合同基本条款 (【货物 / 服务 / 货物及服务】) (下称“基本条款”) 由下列双方于____年____月____日订立:

This GlaxoSmithKline General Terms and Conditions of Procurement ([Goods / Services / Goods & Services]) (hereinafter referred to as “GTC”) is entered into on this ____ day of _____ by and between:

[葛兰素史克(中国)投资有限公司]/[葛兰素史克(上海)医药研发有限公司]/[中美天津史克制药有限公司]/[葛兰素史克日用保健品(中国)有限公司]/[请根据实际情况选择一个适当的签约主体, 不适用的请删除], 一家依据中华人民共和国法律成立并有效存续的公司, 其注册地址为: [北京市朝阳区东四环中路 56 号远洋国际中心 A 座 9 层, 邮编 100025]/[中国(上海)自由贸易试验区环科路 999 弄 18 号 1-3 层]/[天津市东丽区程林庄工业区]/[上海市黄浦区西藏中路 168 号 8 楼]/[请根据签约主体选择适当的地址, 不适用的请删除], 代表其本身及/或其任何关联公司 (以下统称为“葛兰素史克”),

[GlaxoSmithKline (China) Investment Co., Ltd.]/[GlaxoSmithKline (China) R&D Company Limited]/[Sino-American Tianjin SmithKline & French Laboratories Limited]/[GlaxoSmithKline Consumer Healthcare (China) Co., Ltd.]/[Please select the right legal entity to sign this Agreement and delete the inapplicable ones], a company organized and existing under the laws of the People's Republic of China with its registered address at [9/F Tower A, Ocean International Center, No. 56 Mid 4th East Ring Rd, Chaoyang District, Beijing 100025, China] / [F1-3, No.18 Building, 999 Huanke Road, China (Shanghai) Pilot Free Trade Zone]/[Cheng Lin Zhuang Industrial Zone, Dongli district, Tianjin]/[8F, 168 Xizangzhong Road, Huangpu District, Shanghai]/[Please select the right legal address according to the signing party], for and on behalf of itself and/or any of its Affiliates (hereinafter collectively referred to as “GSK”),

与
And

[], 一家依据[]法律成立并有效存续的公司, 其注册地址为: [] (下称“供应商”)。
[], a company organized and existing under the laws of [] with its registered address at [] (hereinafter referred to as “Supplier”).

1 定义 DEFINITIONS

1.1 本基本条款中, 以下定义应具有下述所列之含义:

In this GTC, the following definitions shall have the following meanings:

“关联公司”, 就合同的一方而言, 指任何直接或间接控制该方的、或被该方控制的、或与该方共同接受控制的实体。

“Affiliate” means an organization which is directly or indirectly controlled by, in Control of, or under common control with a Party of the Agreement.

“合同”指葛兰素史克与供应商之间签署的协议, 由报价文件、采购订单、此基本条款、规格标准、采购订单中规定的其他文件 (或其中一部分), 及为采购货物和/或服务之目的而达成的其它文件构成, 如工作说明书、聘用书等。前述所有文件的复印件和扫描件具有与原件相同的法律效力。

“Agreement” means the agreements between GSK and Supplier consisting of the Quotation, Purchase Order, this GTC, the Specifications, and any other documents (or parts thereof) specified in the Purchase Order or other documents created or reached by the Parties for the

purpose of procurement of Goods and/or Services, e.g. statement of work, engagement letter, etc. The photocopy and scanned copy of the aforementioned documents shall have the same legal effect as the hard copies.

“控制”指直接或间接持有任何组织 50%以上表决权的股份，或有法律权力决定或影响一方的综合管理。

“Control” means the direct or indirect ownership of more than 50% of the voting stock of any organization or the legal power to direct or cause the direction of the general management of a Party.

“货物”指由供应商向葛兰素史克提供的、与合同有关的所有(或任何)有形物品，包括但不限于原材料、加工材料或加工制品。

“Goods” means all (or any) of the tangible objects in relation to the Agreement provided to GSK by Supplier, including without limitation, raw materials, processed materials or fabricated products.

“知识产权”指专利、外观设计、商标和服务标记（无论注册与否）、域名、著作权、数据库权利、精神权利和所有类似的财产权，包括存在于世界各地的在发明、设计、绘图、计算机程序、保密信息、商号、商誉以及申请保护上述权利之上的各项权利。

“Intellectual Property Rights” means patents, registered designs, trademarks and service marks (whether registered or not), domain names, copyright, database right, moral right and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, computer programs, confidential information, business names, goodwill and in applications for protection of the above rights.

“一方”根据情况指葛兰素史克或供应商，两者合称为**“双方”**。

“Party” shall mean GSK or Supplier respectively as the case may be, and jointly GSK and Supplier when used in the plural.

“RFQ”指葛兰素史克向供应商发出的请求建议或报价的文件，包括葛兰素史克对所需货物或服务的要求，并要求供应商提供一份详述货物或服务的具体费用和时间的报价。

“RFQ” means a request for proposal or quotation document which GSK sends to the Supplier outlining requirements for requested Goods or Services, and requesting a Quotation detailing costs and timings for provision of such Goods or Services.

“报价文件”指受制于本基本条款，经葛兰素史克书面确认的，供应商向葛兰素史克提供的回应 RFQ 的书面报价文件、建议书或任何文件，包含货物或服务的规格标准、数量、价格、要求的履行或者交付的时间表、重大事项或目标。

“Quotation” means the written quotation, proposal or any documents in response to a RFQ provided by Supplier to GSK setting out the specification, quantity, price of Goods or Services, required timelines or milestones or targets for performance and delivery, which is confirmed by GSK in writing and subject to this GTC.

“采购订单”指由葛兰素史克授权的采购人员出具的并由供应商确认的葛兰素史克的订购单，规定了葛兰素史克对货物或服务的要求和金额。

“Purchase Order” means GSK's purchase order issued by an authorized purchasing staff of GSK and confirmed by Supplier setting out GSK's requirements for Goods or Services and payment amount.

“服务”指由供应商向葛兰素史克提供的、与合同有关的广义上的服务，包括除货物外的各种性质的支持。

“Services” means generalized services provided to GSK by Supplier in relation to the Agreement, including all types of support except the Goods.

“规格标准”指葛兰素史克单独以书面形式列出的对货物和服务在质量标准、规范、工作范围或其他方面的要求。

"Specification" means the quality standards, specifications or scope of work or otherwise separately documented by GSK in writing which sets out the performance required for the Goods and Services.

“工作日”指任何一个除星期六、星期天和法定假期以外的，在中国以及货物生产国或服务提供国的大多数银行都将正常营业（可开展银行间存款和付款）的日历日。

"Working Day" means any calendar day (other than a Saturday, Sunday, or statutory holiday) on which banks are generally open in PRC and in the country of manufacture of Goods or provision of Services for banking business (where dealings in inter-bank deposits and payments can take place).

- 1.2 本基本条款中，除非明确说明为“工作日”，其他“日”指日历日。
In this GTC, unless otherwise indicated as “Working Day”, “Day” or “day” shall mean calendar day.

2 基本条款的适用

APPLICATION OF GTC

- 2.1 本基本条款及列于其它合同文件上的相关事项将适用于葛兰素史克从供应商处购买的所有货物或服务。供应商根据本基本条款第 5.1 条规定方式确认和接受采购订单即意味着对此基本条款以及其它合同文件的承诺。

This GTC and relevant matters provided in other contractual documents shall apply to all the Goods or Services that purchased by GSK from Supplier. Acknowledgement and acceptance of the Purchase Order pursuant to Clause 5.1 of this GTC shall be construed as acceptance of this GTC and any other contractual documents.

- 2.2 除了由其正式出具的采购订单所确认的内容外，葛兰素史克不对其他任何订单或指令负责。
GSK will not be liable in respect of any purchase orders or instructions other than the Purchase Orders officially issued and confirmed by GSK.

- 2.3 在双方就采购某一货物和/或服务所达成的所有有效的组成文件中，采购订单的效力优先于本基本条款及其他合同文件；本基本条款的效力优先于除采购订单以外的其他合同文件；对采购订单中未能涉及的问题，则适用于本基本条款。

Among all the effective documents that the Parties have reached in terms of purchasing certain Goods and/or Services, the Purchase Order shall prevail over this GTC and any other contractual documents; this GTC shall prevail over the other contractual documents except the Purchase Order; where the issues have not been addressed by the Purchase Order, this GTC shall apply.

3 货物的交付及服务的履行

DELIVERY OF GOODS AND PROVISION OF SERVICES

- 3.1 除非经葛兰素史克的授权代表另有书面指示，供应商应当按合同所规定的时间和地点交付货物和履行服务。供应商应向葛兰素史克提供具体的从下订单到交货的预计时间，并告知其交付进程。超过订单规定数量的交货葛兰素史克可以不予接受。

Unless otherwise instructed in writing by GSK's authorised representative, all Goods must be delivered and all Services must be performed at the time and place specified in the Agreement. Supplier shall provide to GSK with details of the anticipated timetable from placing orders to delivering Goods or performing Services, and shall keep GSK informed of the delivery progress. Quantities delivered in excess of those stated in the Purchase Order may not be accepted by GSK.

- 3.2 在根据合同履行其各项义务时，履行时间是对供应商的一项实质要求。
Time shall be of the essence in relation to the performance of any and all of Supplier's obligations pursuant to the Agreement.

4 【适用于货物】货物所有权和风险的转移

[For Goods] TRANSFERING OF OWNERSHIP AND RISKS IN GOODS

**[采购部门请根据情况选择 A 或 B，并删除未选择的部分，B 选项一般适用于 VMI 情况
Please select A or B based on the situation and delete the unselected part. Option B generally applies to VMI scenario]**

- A. 【货物的所有权和风险在交货前一直属于供应商，直至货物被发送到合同指定地点并由葛兰素史克指定雇员签收送货单后，货物的所有权和风险才转移至葛兰素史克。

The ownership and risks in Goods shall remain with Supplier until the Goods have been delivered to the place specified in the Agreement and a designated employee of GSK has duly signed the delivery note, at which point the ownership and risks in Goods pass to GSK.】

- B. 【货物被发送到合同指定地点并且由葛兰素史克指定的雇员签收送货单并不意味着货物的所有权和风险已转移给葛兰素史克，在货物经葛兰素史克售出前其所有权和风险一直属于供应商。

Delivery of Goods to the place specified in the Agreement and signing on the delivery form by a designated employee of GSK do not mean transfer of ownership of Goods and risk to GSK, the ownership of Goods and risks stay with the Supplier until GSK has sold the Goods out.】

5 订单确认、价格、发票和付款

ORDER CONFIRMATION, PRICING, INVOICING AND TERMS OF PAYMENT

- 5.1 采购订单订立方式如下：在收到葛兰素史克的 RFQ 后，供应商应提供符合葛兰素史克要求的具体报价文件。在报价文件经葛兰素史克最终书面确认后，葛兰素史克将通过电子邮件向供应商发出采购订单。供应商应在收到该采购订单后三（3）个工作日内通过电子邮件确认其接受或拒绝该采购订单。若供应商在收到该采购订单后的三（3）个工作日内未作出回应，则视为供应商已经同意并接受葛兰素史克的采购订单。自葛兰素史克收到供应商接受采购订单的电子邮件之日（如接收电子邮件当天不是工作日，则为该日期的下一个工作日），或采购订单发送至供应商的第四（4）个工作日起，以其中较早的日期为准，采购订单对双方均具有约束力。

The Purchase Order shall be executed as follows: upon receipt of a RFQ from GSK, the Supplier shall provide a detailed Quotation as requested by GSK. After the Quotation is eventually confirmed by GSK in writing, GSK will issue a Purchase Order to the Supplier via email. The Supplier shall confirm the acceptance or rejection of the Purchase Order within three (3) Working Days via email after receipt of such Purchase Order. If the Supplier does not respond to GSK within three (3) Working Days after receipt of the Purchase Order, it shall be deemed that the Supplier has accepted the Purchase Order. There will be a binding Purchase Order between the Parties either from the date when GSK receives the confirmation email from the Supplier in relation to its acceptance of the Purchase Order (if the date receiving the email is not a working day, then it shall be the first Working Day after such date) or from the fourth (4th) Working Day after the Purchase Order has been sent to the Supplier, whichever is earlier.

为上述采购订单确认之目的，供应商应当指定一个电子邮件地址（[XXXXXXXXXXXX]，**“指定电邮地址”**）来接收订单并发出订单确认。任何指定电邮地址的变更通知都应当通过指定电邮地址发出并在得到葛兰素史克的书面确认后方可生效。

For the purpose of confirming the Purchase Order as set forth above, the Supplier shall designate an email account ([XXXXXXXXXXXX], the **“Designated Email Account”**) to receive the Purchase Order and send the confirmation of acceptance of the Purchase Order. Any notice of change of the Designated Email Account shall be sent through the Designated Email Account and takes effect after GSK has confirmed receipt of such notice in writing.

- 5.2 价格和付款条款列于合同中。此价格在合同期内将固定不变，并且已包括了包装、运输、以及保险等所有其他相关费用（除非双方另有书面约定）。无论因为何种原因，任何价格上涨必须经葛兰素史克事先书面同意。除非合同中另有约定，葛兰素史克付账日为根据葛兰素史克财务制度确定的每月葛兰素史克可向供应商进行支付的日期（“GSK 付账日”）。葛兰素史克将在其财务部门收到正确发票（如合同无特别约定，该等发票应当为增值税专用发票，发票金额必须准确并且标注订单号码以及葛兰素史克联系人）满 60 日后的第一个葛兰素史克付账日安排付款。

The price and terms of payment are provided in the Agreement. The price shall be fixed during the term of the Agreement and inclusive of all packaging, delivery, insurance and other related charges (unless otherwise agreed by the Parties in writing). Any increase in the price for any reason shall be approved by GSK through prior written consent. Unless otherwise agreed in the Agreement, GSK payment day is the dates of each month defined by GSK finance policy that GSK can effect payment to the Supplier (“GSK Payment Day”). Payment will be arranged on the first GSK Payment Day after 60 days from the day a correct invoice is received in GSK (i.e. VAT Special Invoice if no agreement otherwise, accurate, with indication of PO number and GSK person contact name).

- 5.3 所有发票上必须列明正确的采购订单号。对于无订单号的发票、付款通知等，葛兰素史克有权拒绝且不承担任何责任。

The correct Purchase Order number must be quoted on all invoices. GSK shall have the right to reject any invoice or delivery note that does not bear a Purchase Order number while not be liable for such rejection.

- 5.4 为确保按上述程序正常付款，所有的发票应寄往采购订单上注明的地址。

To ensure regular payment in accordance with the above procedure, all invoices must be sent to the addresses shown on relevant Purchase Orders.

- 5.5 如果葛兰素史克有合理理由认为供应商提交的任何发票有缺陷、或就该发票相关的货物或服务未能按照供应商在合同下的义务履行，在不影响其可能拥有的其他权利或救济的前提下，葛兰素史克有权暂时终止就该争议金额部分的付款。葛兰素史克应有权在收到该发票后的十四（14）日内将此争议通知供应商。葛兰素史克和供应商在收到该等通知后的十四（14）日内应在善意友好的基础上力争解决此等纠纷，倘若仍然未能解决，双方应将此纠纷按本基本条款第 31 条争议解决的相关规定进行处理。

In the event that GSK reasonably considers that any invoice submitted by the Supplier is defective or the related Goods or Services have not been supplied or performed in accordance with the Supplier's obligations under the Agreement, GSK shall have the right to temporarily withhold the payment of the amount in dispute without prejudice to any other rights or remedies it may have. GSK shall have the right to notify the Supplier of such dispute within fourteen (14) days after receipt of such invoice. GSK and the Supplier shall attempt to settle such dispute through friendly negotiation within fourteen (14) days after the Supplier has received such notification, failing of which the Parties shall refer such dispute to dispute resolution in accordance with Clause 31 of this GTC.

- 5.6 对于已经确认的供应商应向葛兰素史克支付的赔偿、补偿或任何其他款项，葛兰素史克有权在任何时候从其应支付给供应商的货款中直接扣除。

For any confirmed compensation, indemnification or any other fees due to GSK by the Supplier, GSK shall have the right to deduct such amount directly from its payment to Supplier at any time.

6 质量 QUALITY

- 6.1 供应商所供货物和提供的服务应完全符合规格标准或其与葛兰素史克随后可能以书面形式同意的任何修改。此外供应商所供货物和提供的服务还应在各方面完全符合合同规定以及任何适用的相关中国法律法规、国家标准、行业标准及其修订所规定的隐含条件、保证及条款。

The Goods and Services provided by the Supplier must comply in all respects with the Specifications or any amendments that may be agreed in writing by the Parties thereafter. The Goods and Services supplied must also comply in all respects with the Agreement and the implied conditions, warranties and terms contained in any applicable Chinese laws, regulations, national standard, industrial standard, as well as their modification(s) thereof.

- 6.2 **【适用于货物】** 供应商在供应货物的同时应提供充分的关于货物如何使用及使用期限的说明。所供货物必须符合其规定的用途、质量合格并且无设计、材料或工艺上的缺陷。

[For Goods] The Supplier shall provide adequate instructions of the Goods as to its use and use-by date along with the Goods. The Goods provided shall fit for the usage purpose for which they are designed, of satisfactory quality, and free from defects in design, material and workmanship.

7 **【适用于货物】拒收、修理和换货**

[For Goods] REJECTION, REPAIRING AND REPLACEMENT

- 7.1 如果货物不符合合同规定，葛兰素史克有权自行决定：

In the case of Goods not conforming with the Agreement, GSK may, at its sole discretion:

- 7.1.1 要求供应商在交货地点或在供应商的工厂尽快修理或替换货物，或退还葛兰素史克为缺陷货物所支出的采购费用。无论是修理、换货还是退款均应遵守合同下规定的相应义务；

require Supplier as soon as reasonably practicable to either repair or replace the Goods at the site of delivery or at the Supplier's plant, or to refund to GSK the purchase costs of all defective Goods. Repairing, replacement, or refund shall be subject to the obligations under the Agreement;

- 7.1.2 在货物有缺陷的情况下，葛兰素史克有权要求供应商迅速补偿葛兰素史克因此所支出的费用，包括但不限于运费、清关、关税和仓储费用等；和

in the case of defective Goods, require Supplier to promptly reimburse GSK in respect of any cost including but not limited to freight, clearance, duty and storage charges incurred by GSK; and

- 7.1.3 从别处购买与合同规定尽可能相符的货物，任何由此产生的额外支出应由供应商承担。葛兰素史克在行使此项权利前应给予供应商一个合理的机会，供应商可以用符合合同规定的货物来替换被拒收的货物或退还葛兰素史克为缺陷货物所支出的采购费用。

purchase Goods from elsewhere which as practicable as possible conform with the Agreement, any extra expense thus incurred shall be paid by Supplier to GSK. Before exercising such right to purchase elsewhere GSK shall give Supplier a reasonable opportunity to replace the rejected Goods with goods which conform with the Agreement or refund to GSK the purchase costs of all Goods which do not conform with the Agreement.

- 7.2 在根据上述 7.1 条拒收货物时葛兰素史克应以书面形式通知供应商，同时有关该批货物的付款义务将中止。

In the event of a rejection in accordance with Clause 7.1 above, GSK shall notify Supplier such rejection in writing, and the payment obligation associated with such delivery shall be suspended at the meantime.

- 7.3 双方将尽一切合理努力解决与第 6 条、7.1 条有关的纠纷。如果双方不能在 30 天内达成协议，双方应同意共同指定一家独立的鉴定机构（“**鉴定机构**”，该鉴定机构并非仲裁机构）予以鉴定，该鉴定机构的决定对于该质量争议而言应为最终的，并对双方具有约束力。其费用由该鉴定机构认定的结果错误的一方承担。

The Parties shall use their best endeavors to resolve any dispute arising pursuant to Clauses 6 or 7.1. If no agreement can be reached within 30 days, the Parties shall agree to jointly designate an independent inspection institution (not an arbitrator, hereinafter called “**Institution**”) to investigate, whose decision shall be final and binding to the Parties,

relevant investigating fees shall be borne by the defaulting Party as so determined by the Institution.

- 7.4 如果该鉴定机构认定交付的货物不符合合同规定，葛兰素史克有权主张其在 7.1 条下的各项权利。

If the Institution finds that any delivery of the Goods has not complied with the Agreement, GSK shall be entitled the rights stated in Clause 7.1.

- 7.5 如果鉴定机构认定货物符合合同规定，葛兰素史克应根据合同的付款条款支付货款。
If the Institution finds that the Goods comply with the Agreement, GSK shall pay for such Goods in accordance with the payment provisions contained in the Agreement.

8 【适用于货物】包装

[For Goods] PACKAGING

供应商应对其所供货物提供恰当的包装和标签以适于安全运输和储存，且不得由此给葛兰素史克增加费用。除非双方事先另有书面约定，任何包装物均为免费提供的且无须归还的。包装必须符合所有相关的法定要求，包括涉及环境、职业健康和安全的标准。供应商应考察对包装具有潜在环保方面的改进，在可能的情况下尽量少使用包装、使用可循环利用的包装和可循环的包装材料。

Supplier will package and label the Goods in a manner suitable for transit and storage at no cost to GSK. GSK will not need to pay for or return the packaging materials unless otherwise previously agreed between the Parties in writing. Packaging must comply with all relevant legislative requirements, including those pertaining to environment, and occupational health and safety standards. Supplier will investigate potential environmental improvements to packaging and will, where practicable, use minimal packaging, recyclable packaging and recycled materials as appropriate.

9 【适用于服务】服务的标准

[For Services] STANDARDS OF SERVICES

- 9.1 供应商在此向葛兰素史克承诺并保证：任何由供应商或其指定分包商所提供的服务都应是：Supplier warrants and represents to GSK that any Services performed by Supplier or duly appointed sub-contractor(s):

- 9.1.1 以熟练和精湛的技艺、按时、谨慎、勤恳地完成；
shall be performed in a proficient and workmanlike fashion and with all due speed, care, skill and diligence;

- 9.1.2 符合合同的规定、符合当前的行业标准准则以及该供应商行业内最高的标准。供应商应确保其所有人员和分包商均具有履行服务的相应资质，并且已获得了所有必要的执照、工作许可和其他授权。

shall be carried out in accordance with the Agreement, with current industry standards, and the highest standards prevailing in Supplier's industry. Supplier shall ensure that all of its personnel and sub-contractors are duly qualified to perform the Services and that all necessary licenses, work permits or other authorizations have been obtained.

- 9.2 如果在服务过程中服务的履行不符合合同规定的质量要求或未按时履行，葛兰素史克有权暂时中止就该服务的付款。

GSK shall have the right during the performance of the Services to suspend any payment obligation in respect of the Services if the performance does not conform in quality with any stipulations in the Agreement or if the performance is delayed.

- 9.3 如果供应商提供的服务不符合合同规定，葛兰素史克有权从别处购买与合同规定尽可能相符的服务，任何由此产生的额外支出应由供应商承担。葛兰素史克在行使此项权利从第三方购买服务前，应给予供应商一个机会，供应商可以用符合合同规定的服务来替代被取消付款的服务。

If the Services do not conform with the Agreement, GSK shall have the right to purchase Services from elsewhere which as practicable as possible conform with the Agreement; and any extra expense incurred shall be paid by Supplier to GSK. Before exercising such right to purchase the Services from an alternative supplier GSK shall give Supplier an opportunity to replace the Services, of which the payment has been cancelled, with Services which conform with the Agreement.

10 知识产权

INTELLECTUAL PROPERTY RIGHTS

- 10.1 如果有第三方诉称因货物或供应商提供的服务、或葛兰素史克使用或代表葛兰素史克使用货物或服务、或供应商为提供服务而使用的任何资产侵犯了该第三方的知识产权，供应商同意全额赔偿葛兰素史克及其雇员、关联公司、分包商和代理，无论全部或部分地、直接或间接地由此针对其提起的、引发的或遭受的所有诉讼请求、要求、诉讼和所有的损害、损失、费用和支出（包括但不限于律师费）。
- The Supplier agrees to indemnify GSK and its employees, Affiliates, sub-contractors and agents in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including without limitation legal and other professional advisers fees), made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from any claim by a third Party that the Goods or the provision of the Services by the Supplier or the use by or behalf of GSK of the Goods or Services, or of any assets used by the Supplier in connection with the performance of the Services infringes the Intellectual Property Rights of that third Party.
- 10.2 供应商应自行承担费用参加因侵犯（或主张侵犯）其与货物或服务有关的知识产权而产生的诉讼。供应商应赔偿葛兰素史克因此类诉讼而支出的费用，但葛兰素史克应给予供应商所有适当的信息、协助及全权授权来应对和解决此类诉讼程序，并由供应商承担所有费用。Supplier shall, at its own expenses, attend any actions arising from infringements or alleged infringements of its Intellectual Property Rights in connection with the Goods or Services and Supplier undertakes to indemnify GSK against any costs which GSK incurs in connection with such actions, provided that GSK gives Supplier all appropriate information and assistance and the sole authority to defend or settle any legal proceedings at Supplier's expense.
- 10.3 葛兰素史克保留在其提供给供应商的所有材料、计划、图纸、规格标准、模型及/或设计之上的知识产权和所有权。应葛兰素史克的要求，供应商应随时将上述物品还完好无损地归还葛兰素史克。
- GSK retains Intellectual Property Rights in, and ownership of all materials, plans, drawings, Specifications, patterns and/or designs provided by GSK to Supplier, and they shall all be returned at any time in good condition to GSK at GSK's request.
- 10.4 如果货物是按照葛兰素史克的规格标准、模型或计划所定制，则该货物就该规格标准、模型、或计划以及其任何改进或发展范围内的知识产权属于葛兰素史克，且供应商应在必要时向葛兰素史克转让所有此等知识产权。
- Where Goods are made to GSK's Specification, model, or plans, the Intellectual Property Rights in the Goods in so far as they relate to the Specification, model, or plans, and any improvements or developments thereof shall be the absolute property of the GSK, and the Supplier will assign all such Intellectual Property Rights to the GSK when such assignation is necessary.
- 10.5 供应商在提供服务过程中或因提供服务而产生的知识产权属于葛兰素史克所有。Intellectual Property Rights arising during or out of the provision of Services shall be and remain the property of GSK.
- 10.6 如果法院判决与该货物和服务相关的知识产权侵犯了第三方的权利，且该知识产权的使用被该第三方所禁止，则供应商应当选择采取下列措施并自行承担费用：a)为葛兰素史克获

得继续使用该货物或服务的权利；或 b) 以不侵权的货物或服务取代；或 c) 在不影响其整体效果和功能的前提下对货物或服务进行改进以使其不再侵权。

In the event that the Intellectual Property Rights relating to the Goods and Services are held by the courts to infringe a third Party's rights, and their use is enjoined by that third Party, Supplier shall have the option and at its expense to: a) procure for GSK the right to continue using the Goods or Services; or b) replace the Goods with non-infringing Goods or Services; or c) modify the Goods or Services so that they become non-infringing without detracting from their overall performance and functionality.

11 保密及公开

CONFIDENTIALITY AND PUBLICITY

- 11.1 供应商应当并确保其雇员和分包商应对葛兰素史克为合同之目的而向其披露的所有具有商业或技术性质的信息（“**保密信息**”）进行保密，且未经葛兰素史克事先书面同意，不得使用此等信息或披露给任何第三方。供应商应该、且确保其雇员和分包商像保守供应商的保密信息一样，保守葛兰素史克的保密信息，绝不能低于合理注意义务。任何时候只要葛兰素史克要求，都必须将葛兰素史克的保密信息返还给葛兰素史克或按照葛兰素史克的要求予以销毁。未经葛兰素史克事先书面同意，供应商不得披露、复制、公开或公布合同的存在或与之相关的任何信息，包括葛兰素史克的名称、货物、服务、交货地点或履行地点。Supplier shall, and shall procure that its employees and sub-contractors shall, keep confidential all information of a commercial or technical nature disclosed to Supplier by GSK for the purpose of the Agreement (“**Confidential Information**”), and shall not use or disclose such information to any third Party without GSK's prior written consent. Supplier shall, and cause its employees and sub-contractors safeguard GSK Confidential Information with the same standard of care that is used with Supplier's confidential information, but in no event less than reasonable care. At any time upon the request of GSK, all GSK Confidential Information in Supplier's possession shall be delivered to GSK, or, at GSK's option, be destroyed. Supplier shall not without GSK's prior written consent disclose, copy, publicize or publish, the existence of the Agreement or any information related to the Agreement including the name of GSK, the Goods, Services, and the place of delivery or performance.

- 11.2 如果供应商违反了其在本条项下的义务，葛兰素史克有权向供应商发出书面通知，立即终止合同。
If Supplier breached any obligation under this clause, GSK shall be entitled to terminate the Agreement immediately by giving a written notice to the Supplier.

12 不可抗力

FORCE MAJEURE

- 12.1 任何一方对于因其无法预见、无法控制的情况（“**不可抗力**”）所导致的迟延履行均不承担责任，也不应被视为违约，但声称受此影响的一方应尽快通知对方发生延误或无法履约的原因和可能延续的时间，并应减少由此所产生的影响。
Neither Party shall be liable for, nor be deemed to be in default, on account of any delay in completion or the performance of any other act under the Agreement due to circumstances which could not have been contemplated by the Parties and which are beyond the Party's reasonable control (“**Force Majeure**”), provided that the Party claiming hereunder shall notify the other with all possible speed specifying the cause and probable duration of the delay or non-performance and shall minimize the effects of such delay or non-performance.
- 12.2 如果任何一方由于受不可抗力影响而导致不能或迟延履行其在合同下的义务连续或总计超过 60 天，则另一方有权以书面方式通知对方立即终止合同。
If the performance by either Party of any of its obligations under the Agreement is prevented or delayed by Force Majeure for a period in excess of 60 days cumulatively or consecutively, then the other Party shall in its discretion have the right to immediately terminate the Agreement upon written notice.

13 遵守法律法规

COMPLIANCE WITH STATUTES AND REGULATIONS

供应商承诺交付的货物和提供的服务均符合合同、相关法律、法规及其他法定要求。

Supplier warrants that the Goods and Services comply with the Agreement, relevant statutes, regulations and other legal requirements.

14 检验

INSPECTION

- 14.1 经事先通知，葛兰素史克及其指定的任何第三方有权在供应商或其分包商的场所内以及在提供服务的现场对货物进行的任何测试和抽查。如果有要求装运前检验的，供应商应当自付费用进行该等检验并向葛兰素史克提供所有相关的检验证书。

GSK, and any third Party it appoints on its behalf, shall have the right upon prior notice to inspect and carry out any tests, or batch sampling, it wishes on all Goods at Supplier's premises and the premises of any sub-contractors and on any premises where the Services are provided. Where pre-shipped inspection is specified, Supplier must, at its expense facilitate the same and provide any or all relevant certificates of analysis.

- 14.2 葛兰素史克就货物或服务进行的任何检验、测试、批准和接受并不免除供应商在合同下应承担的义务或责任。

Any inspections, tests, approvals or acceptance given on behalf of GSK in relation to the Goods or Services shall not relieve Supplier from its obligations or liabilities under the Agreement.

- 14.3 供应商应当给予、并应当确保其分包商给予葛兰素史克以及其委派的任何第三方访问其场所的权利，以检验和测试货物是否符合相关环境、职业卫生与安全法规以及其他要求（例如葛兰素史克的标准）。

Supplier shall, and shall ensure that its sub-contractors shall, grant a right of access to GSK and any third Party it appoints in order to inspect and test the Goods for compliance with relevant environmental, occupational health and safety legislation and other requirements such as GSK standards.

15 数据隐私保护和记录留存

DATA PRIVACY AND RECORDKEEPING

- 15.1 双方在此保证，该方将严格依照国家有关保护个人信息的相关法律法规的规定持有和处理因其履行合同而可以接触到的、或以其他方式获得的对方员工的、雇员的以及为其工作的分包商的个人信息。任何一方同意赔偿对方因其违反本款义务或因对方员工或分包商就侵犯其自身权利而提起的任何此类索赔。

The Parties warrant that they will hold and process any personal data of staff, employees and/or sub-contractors working for the other to which they have been granted access, or which have otherwise been made available for the purpose of the Agreement strictly in accordance with the applicable laws and regulations in relation to protection of personal data and information. Each Party agrees to indemnify the other in consequence of any breach of this Clause or any claim by an employee or sub-contractor of the other Party that his/her rights have been infringed.

- 15.2 合同完成或期限届满或终止后，任何纸质的文件将由供应商保留至少七（7）年，除非另有明确书面约定，并且该等文件应向葛兰素史克或监管部门开放以用于相关研究的调查。在合同规定的保存期限届满时，在处理该等未曾提供给葛兰素史克的文件记录前，供应商应征询葛兰素史克的进一步指示。

Upon completion, expiry or termination of the Agreement, any paper documentation will be maintained by the Supplier for at least seven (7) years, unless otherwise agreed in written, and will be made available to GSK or to a Regulatory Authority for review. Upon the expiration of the applicable retention period as directed in the Agreement, prior to disposing of such records if not already supplied to GSK, Supplier shall contact GSK for further instructions.

16 危险品

HAZARDS

- 16.1 在与合同相关的场所工作时，供应商应当并确保其员工和其分包商的员工遵守所有相关的环境、职业卫生和安全方面的法规以及其他由葛兰素史克告知的相应标准、政策和程序。
Supplier shall, and shall ensure that its staff and those of any sub-contractor shall, when working on any site in connection with the Agreement, comply with all relevant environmental, occupational health and safety legislation and any other appropriate standards, policies and procedures notified by GSK.
- 16.2 对于危险性货物，供应商必须用国际通用的危险品符号标示并用中文标明危险物料名称。在运输及其他单证上也应有中文的危险性说明及物料名称。货物上应有中文的书面应急指示、标签或标示。供应商应遵守中国有关法律或法规对危险品的包装、标签及运输的规定。
Hazardous Goods must be marked by Supplier with International Danger Symbol(s) and the name of the material in Chinese. Transport and other documents must include declaration of the hazard and name of the material in Chinese. Goods must be accompanied by emergency information in Chinese in the form of written instructions, labels or markings. Supplier shall observe the requirements of Chinese laws, regulations and agreements relating to the packing, labeling and carriage of hazardous Goods.
- 16.3 供应商应当提供相关的危险物信息（如关键安全数据表）并向葛兰素史克告知其所知悉的或认为与货物或与任何该货物与其他产品的结合物有关的法规和指南。
Supplier will provide applicable hazard information such as material safety data sheets and will inform GSK of all regulations and guidance (statutory or otherwise) which Supplier knows or believes to be associated with the Goods and any combination of the Goods with another product.
- 16.4 如果由于供应商或其分包商的行为导致第三方就指控任何废弃物、有害物质或其他污染物的排放而提起索赔，则供应商应赔偿葛兰素史克与该索赔有关的所有责任和损失。
Supplier will indemnify GSK against all liability and loss related to any third Party claim which arises from Supplier's or Supplier's sub-contractors' actions resulting in alleged release of any waste, hazardous substance or other pollutant.

17 道德标准和人权保障

ETHICAL STANDARDS AND HUMAN RIGHTS

- 17.1 除非是法律另有要求或禁止，否则在履行本协议过程中，供应商保证：
Unless otherwise required or prohibited by law, supplier warrants that in relation to its performance of this Agreement:
- (a) 其不会雇佣童工，或以其它方式在如下情况下使用任何童工：可以合理预见童工执行的任务会对该童工发育造成身体或精神上的损伤；
it does not employ engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child.
 - (b) 其不会有任何形式的强迫劳动（监禁、契约束缚等），且在开始工作时，其员工不会被要求寄存原始身份文件或交付货币保证金；
it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge original identification papers or monetary deposits on starting work;
 - (c) 其提供不会对其工人有直接危害的安全健康的工作场所。供应商提供其工人的任何房屋都是可以安全居住的。在供应商工作场所发生事故时，供应商将向其工人提供清洁饮水、食品和紧急医疗服务；

it provides a safe and healthy workplace, presenting no immediate hazards to its workers. Any housing provided by supplier to its workers is safe for habitation. supplier provides access to clean water, food, and emergency healthcare to its workers in the event of accidents or incidents at supplier's workplace;

- (d) 其不会因为任何原因（包括种族、宗教、残疾、性别、性取向或性别认同）歧视任何工人；
it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity);
- (e) 其不会进行或支持使用体罚、精神、身体、性或语言虐待，不会在工作场所采用残酷的或虐待性的做法；
it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;
- (f) 其向每一名员工至少支付最低工资或行业公允列示的普遍工资（以较高者为准），并向每一名员工提供所有法定福利；
it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;
- (g) 其遵守所在国有关工作时长和就业权利的法律；
it complies with the laws on working hours and employment rights in the countries in which it operates;
- (h) 其尊重员工加入和组建独立工会及结社自由的权利；以及
it is respectful of its employees right to join and form independent trade unions and freedom of association; and

- 17.2 供应商负责管理其自有的供应链，并鼓励其使用的任何后续的货物和服务供应商遵守供应商在履行其在本协议项下义务时采用的道德标准和人权。

Supplier is responsible for controlling its own supply chain and shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by supplier when performing its obligations under this Agreement.

- 17.3 供应商应确保其制定了道德和人权政策，以及处理对这些政策的任何违反情形的适当投诉程序。在收到任何投诉时，供应商应将声称的投诉和提议的补救措施汇报给葛兰素史克。

Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. In the case of any complaints, supplier shall report the alleged complaint and proposed remedy to GSK.

- 17.4 葛兰素史克保留在发出合理通知的情况下（除非是出于检查的原因，没有必要进行通知）进入供应商经营场所的权利，以监督其对本第 17 条的规定的遵守情况，并且供应商应在遵守适用法律的前提下，向葛兰素史克出具葛兰素史克要求的与前述相关的任何文件。

GSK reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon supplier's premises to monitor compliance with the provisions of this Clause 17, and supplier shall, subject to compliance with Applicable Laws, provide to GSK any relevant documents requested by GSK in relation thereto.

18 信息责任 RESPONSIBILITY FOR INFORMATION

供应商应对其所提供的图纸、计算、包装细节或其他事项中的错误或者疏漏负责，无论这些信息是否已被葛兰素史克接受，但前提是这些错误或者疏漏并非是由于葛兰素史克书面提供的信息不正确所造成的。

Supplier shall be responsible for any errors or omissions in any drawings, calculations, packaging details or other particulars supplied by Supplier, no matter such information has been approved by GSK or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by GSK.

供应商同意遵守附件一葛兰素史克关于信息保护的相关要求。

Supplier agrees to comply with the requirement of GSK on Information Protection as Appendix I.

19 软件缺陷

SOFTWARE DEFECTS

19.1 供应商在此保证，任何由供应商向葛兰素史克供应的货物及/或计算机硬件或软件（“产品”）：

Supplier warrants that any Goods, and/or computer hardware or software supplied by Supplier to GSK (the “Products”):

19.1.1 不存在任何缺陷及/或丧失功能的代码，并且已经经过了适当的测试来确保没有隐藏的缺陷或丧失功能代码，且可以用经认可的、适当的解压程序（包括经葛兰素史克批准的最新版本的病毒识别软件）进行释放。供应商还应当确保让其相应的分包商或代理承担上述义务；

are free from defects and/or disabling codes, and have been duly tested to ensure that there are no hidden defects or disabling codes and are subject to recognized and appropriate release procedures including the latest version of a proprietary virus detection software package approved by GSK, and Supplier shall procure that corresponding obligations are imposed with its sub-contractors or agents;

19.1.2 是从知名的和可信赖的软件开发商处获得的；和

have been obtained from a reputable and reliable software developer; and

19.1.3 将实质性地遵守其用户说明文件并按照其规定运行。

will comply and function substantially in accordance with their related user instruction documentation.

19.2 供应商在此保证货物、产品和其自身地系统可以被正常地使用，且该等货物及/或产品的运行和功能不会因某一特定日期的到来导致的改变而受到负面影响。

Supplier hereby warrants that the Goods, Products and its own systems are capable of being used normally such that neither the performance nor the functionality of the Goods and/or Products will be adversely affected by any changes caused by the advent of the a particular calendar date.

19.3 供应商应当赔偿葛兰素史克因其违反上述保证而使葛兰素史克遭受的任何和所有损失、损害、费用、索赔、诉讼或支出并使其免受损害。

Supplier shall indemnify and hold GSK harmless against any and all losses, damages, costs, claims, proceedings, or expenses sustained or incurred naturally, in the ordinary course of events, by GSK as a result of Supplier’s breach of the above warranties.

20 责任和保险

LIABILITY AND INSURANCE

20.1 供应商应赔偿葛兰素史克因货物或服务的缺陷、或是因供应商违反合同下的义务或任何法定义务、或是由于供应商的员工、代理或分包商的行为或疏忽而给葛兰素史克造成的或由葛兰素史克承担的任何责任、损害、索赔、费用、损失和支出。

Supplier shall indemnify GSK against any liabilities, damages, claims, costs, losses and expenses incurred or paid by GSK howsoever arising from any defect in the Goods or Services or any breach by Supplier of its obligations under the Agreement or of any statutory duty or from any act or omission of Supplier's employees, agents or sub-contractors.

- 20.2 供应商应就其在合同下的责任向信誉良好的保险公司投保，并应在葛兰素史克要求时向其提供保单和保费收据以供其核实。供应商对其所获得的由保险公司支付的用以全部或部分解决产生于合同、并且由葛兰素史克已支付的或理应由供应商支付给葛兰素史克的索赔的款项，应全部支付给葛兰素史克，不得予以抵销或提起反请求。

Supplier shall insure with a reputable insurance company its liabilities under the Agreement if so required at any time produce the policy of insurance and the receipt for the current premium to GSK for its inspection. Supplier agrees that any monies received by Supplier from the insurance company in full or part settlement of a claim arising out of the Agreement and paid by or due to GSK shall be paid immediately to GSK without offset or counter claim.

- 20.3 该等保单上载明的任何责任限制、保额等不应被视为对供应商责任的限定。尽管有该等限额，供应商仍应对索赔事项承担全部责任，包括投保范围之外的责任。

Any limitation, monetary or otherwise in such policy shall not be construed as a limitation on Supplier's liability and Supplier shall, notwithstanding such limitation, remain liable in full for the matters and to the extent not covered by the policy.

21 培训 Training

- 21.1 供应商需遵守葛兰素史克要求的葛兰素史克政策和程序，且葛兰素史克的要求将通过在线培训形式提供向供应商提供。供应商应在收到葛兰素史克的书面通知（每年一次）后的九十天（90）内，指派代表完成葛兰素史克要求的在线培训课程（培训内容将由葛兰素史克指定），并且在该等被指派的代表完成指定在线培训后的九十天（90）内，就葛兰素史克指定的培训内容，对供应商内部相关人员进行培训。供应商应该书面记录培训的执行情况，并且完整、妥善地保留培训记录（包括但不限于培训资料、参加人员名单及签到情况等）。培训记录应当在培训完成后至少保留三(3)年。如果葛兰素史克要求，供应商应当向葛兰素史克提供相应的培训记录。

The Supplier shall follow GSK policies and procedures as required by GSK, and GSK will provide such requirements in the form of on-line trainings. The Supplier shall appoint designate representative(s) to complete on-line trainings required by GSK within ninety (90) days upon receiving annual written notification from GSK, and provide the same trainings to relevant internal staff of the Supplier within another ninety (90) days upon the designated representative(s) completing the on-line training provided by GSK. The Supplier shall document its internal trainings required by GSK in written, and keep the completed training records (including but not limited to training material, attendance list with signatures etc.) in a proper way for at least three (3) years upon completion of the corresponding trainings. In case requested by GSK, the Supplier shall provide GSK with its training records.

- 21.2 如供应商未能按照葛兰素史克的要求在上述指定的期限内完成培训，且未能经葛兰素史克书面通知后，在约定的延期内完成指定的培训，葛兰素史克有权通过书面通知供应商立即终止本协议。

If Supplier fails to complete the required trainings within the above time limit required by GSK, and further fails to complete the same within the agreed grace period upon receiving a written notification from GSK informing failure of such obligation, GSK has the right to terminate this Agreement immediately by a written notification to Supplier.

22 终止 TERMINATION

- 22.1 在不影响 22.4 款规定的前提下，除非合同另有规定，如果合同任何一方违反合同的规定且在另一方要求其对其违约行为进行补救的通知发出后三十(30)日内未对其违约行为作出补救，则另一方有权立即书面通知该违约方终止合同。

Subject to Clause 22.4, unless otherwise stipulated under the Agreement, either Party may, by giving thirty (30) days' written notice to the other Party, terminate the Agreement if the other Party breaches any provision of the Agreement or defaults in the performance of its obligations under the Agreement and does not remedy the default within thirty (30) days after a written notice is given from the non-defaulting Party to remedy the default.

- 22.2 如果任何一方资不抵债、破产、解散、进入清算程序，或与其债权人达成和解，该方应当立即以书面方式将此情况通知对方，另一方有权立即解除合同。

If either Party shall become insolvency, bankrupt, dissolved, wound up, or shall compound or make any arrangement with its creditors it shall promptly so notify the other Party in writing giving particulars of the circumstances whereupon the other Party may terminate the Agreement immediately by notice.

- 22.3 在合同有效期内，如果任何一方的所有权或实际的控制权发生了变化：

If at any time during the term of the Agreement there is any change in the ownership or actual Control of a Party:

- (1) 发生变化的一方应立即以书面方式通知对方；

the changed Party shall immediately so notify the other Party in writing; and

- (2) 如果另一方在收到此通知或以其他方式知悉该等变化后，经其自行判断认为该等所有权或控制权的变化将对其利益产生不利影响，则该方有权立即书面通知对方终止合同。

the other Party may, upon receiving notice or otherwise becoming aware of a change in the ownership or actual Control of the changed Party, terminate the Agreement immediately by notice in writing to that changed Party if it considers in its sole discretion that such change of ownership or Control are prejudicial to its interests.

- 22.4 葛兰素史克可以在任何时候以书面通知供应商解除合同。对合同解除时供应商已经向葛兰素史克提供的服务，葛兰素史克将给予公平、合理的补偿。葛兰素史克的责任仅限于对已完成的服务、而不对任何连带发生的损失或责任负责。

The Agreement may be cancelled at any time by GSK for any reason whatsoever, by giving Supplier notice in writing. A fair and reasonable price will be paid for all Services in progress that have been delivered to GSK. GSK's liability is limited to Services provided, and no further joint or several loss or liability will accrue on their account.

23 终止的效力

CONSEQUENCES OF TERMINATION

- 23.1 合同一旦终止，供应商应当在葛兰素史克要求的七日内，由葛兰素史克承担费用：

On termination of the Agreement Supplier shall, not later than seven (7) days after GSK's request but at GSK's cost:

- 23.1.1 向葛兰素史克（或葛兰素史克指定的其他人）交付所有仍为其占有的符合合同规定的货物；

deliver to GSK (or as GSK shall direct) all quantities of the Goods in its possession which comply with the Agreement;

- 23.1.2 向葛兰素史克归还由葛兰素史克提供给供应商的所有文件；和

return to GSK all documents provided to Supplier by GSK; and

- 23.1.3 确保将含有知识产权及/或含有与货物、货物的生产和提供服务相关的具有技术性质的信息、或含有保密性质的信息、并由葛兰素史克提供给供应商的所有文件交还给葛兰素史克，或依照葛兰素史克的意愿将其销毁。

ensure that all documents containing Intellectual Property Rights and/or any information of a technical nature relating to the Goods, the manufacture of the

Goods and the provision of Services, or of a confidential nature and supplied by GSK to Supplier, will be returned to GSK or destroyed by Supplier at GSK's option.

23.2 合同一旦终止，供应商不得在为任何目的使用葛兰素史克的知识产权。
With effect from termination of the Agreement Supplier shall not make any use for any purpose whatsoever of any Intellectual Property Rights of GSK.

23.3 合同到期或终止并不影响任何一方向对方主张在合同终止之时已经享有的权利，也不免除任何一方向对方履行已产生的义务的责任。
Termination or expiry of the Agreement shall not affect either Party's rights or relieve either Party from any liability which has been accrued prior to such termination or expiry.

23.4 合同的终止或取消任何货物或服务并不影响本基本条款第 1、2、10、11、15、20、25、26 以及 30 条的效力，上述条款将始终有效。如果葛兰素史克或任何政府机关要求就合同终止或取消前后提供的货物或服务进行调查时，供应商同意给予葛兰素史克一切合理的支持和协助。葛兰素史克将会承担供应商因提供该等协助而发生的合理费用，除非合同的终止或取消是基于本基本条款第 17 条的原因。
Termination of the Agreement or cancellation of any Goods or Services shall be without prejudice to the continuation and legal effects of Clauses 1, 2, 10, 11, 15, 20, 25, 26, and 30 of this GTC. Supplier agrees to provide GSK with all reasonable support with respect to any investigation required by GSK or any regulator with respect to the Goods or Services carried out prior or after such termination or cancellation. GSK will reimburse Supplier's reasonable costs in providing such assistance unless such termination or cancellation has occurred for a reason contained in Clause 17.

24 供应商的员工 SUPPLIER'S EMPLOYEES

在提供服务期间，供应商与其所聘用的员工之间的劳动关系将始终存在并且不会以任何方式转给葛兰素史克，且合同并不会、也不应被视为在葛兰素史克与供应商的员工或其分包商之间建立任何劳动雇佣关系。For the duration of the period that any Services are being provided, the employment of any employee of Supplier shall remain with Supplier and shall not pass or otherwise transfer to GSK and nothing in the Agreement shall be construed or have effect as constituting any relationship of employer and employee between GSK and the employees and/or sub-contractors of Supplier.

25 转让 ASSIGNMENT

25.1 未经葛兰素史克事先书面同意（葛兰素史克有权自行决定），供应商不得部分或全部地转让其在合同项下的权利或义务，且该等同意不应被视为免除供应商根据合同应对葛兰素史克承担的义务和责任。

Supplier's rights and obligations under the Agreement may not be assigned in whole or in part without the prior written consent of GSK (acting in its sole discretion) and any such consent shall not be deemed to relieve Supplier of any of its obligations and liability to GSK pursuant to the Agreement.

25.2 葛兰素史克有权在任何时间书面通知供应商将其在合同下的权利和义务部分或全部地转让给其关联公司或有权全部或部分继承葛兰素史克与产品或服务有关的业务的继承人。
GSK shall be entitled at any time by notice in writing to Supplier to assign the whole or any part of its rights and obligations under the Agreement to any Affiliate or to any successor in title to the whole or part of that part of GSK's business which relates to the Goods or Services.

26 分包商 SUB-CONTRACTORS

未经葛兰素史克事先书面同意，供应商不得委托任何分包商或个人来履行其在合同下的义务。如果供应商委托分包商或其他个人来履行其在合同下的义务，供应商仍应就其在合同下的全部义务向葛兰素史克承担责任，并且供应商应确保该等分包商或个人知悉并了解合同所包含的义务并以对供应商的要求一样的标准遵守本基本条款，特别是第 10、11、13、14、15、17 条、30 条。

Supplier shall not, without the prior written consent of GSK, appoint any sub-contractor or any person or persons to carry out its obligations under the Agreement. In the event that Supplier appoints a sub-contractor or other person to perform its obligations it shall remain liable to GSK for the performance of all its obligations and shall ensure that any such sub-contractor or other person reads and understands the implications of the Agreement and comply with this GTC, in particular the Article 10, 11, 13, 14, 15, 17 and 30, in the same standard that requires the Supplier under the Agreement.

27 弃权

WAIVER

葛兰素史克放弃或延缓行使其在合同下的任何权利并不妨碍或影响葛兰素史克在将来任何时间行使该权利或其他任何权利。任何对权利的放弃只有经葛兰素史克书面签署方可生效。No waiver or forbearance by GSK in enforcing any of its rights under the Agreement shall prejudice or affect GSK's ability to enforce such rights or any of its other rights at any time in the future. No waiver shall be effective unless in writing and signed by GSK.

28 可分性

SEVERABILITY

如果合同的任何条款被相关政府部门或法院宣布为无效或不能强制执行，则该条款将被视为是从合同中可分离的，但本基本条款的其他条款的效力并不受此影响并将继续有效。

Any provision of the Agreement which is declared void or unenforceable by any competent authority or court shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect the other provisions of the Agreement, which shall continue unaffected.

29 修改

AMENDMENT

合同应经双方授权代表书面签署并盖章后方可修改。

This Agreement shall only be amended in writing by authorized representatives of both Parties with company seal.

30 反贪污贿赂

ANTI-BRIBERY AND CORRUPTION

- 30.1 供应商同意：【他/她/它】在任何时候都将充分遵守所有适用法律和法规，包括但不限于反腐败法律；就本协议的履行而言，【他/她/它】没有且承诺不会直接或间接地做出、许诺、授权、批准或提议做出，或采取任何行动，促成任何付款或转移任何有价值物，用以影响、诱导或奖励保护某种不正当利益的任何作为、不作为或决定，或者，以不适当的方式协助【他/她/它】或葛兰素史克获取或维持业务或为了公共或商业贿赂的目的在任何方面提供协助，并承诺已经采取合理措施，防止分包商、代理商或任何其它第三方（受制于其控制力或决定性影响）做出上述行为。为免生疑问，该等行为包括向政府官员提供或安排非正规的、不适当的小额款项或礼物，以便争取到或加快完成某种例行的或必要的并且我们拥有合法权利的行动。为本协议之目的，“政府官员”（其中，“政府”指的是政府的所有层级及细分机构，即：地方的、区域的、国家的、管理的、立法的、行政的或司法的以及皇家的或有统治权的家族）指的是：(a) 政府或政府的任何部门、代理、机构（包括国家拥有或控制的公共企业或实体）的任何官员或职员；(b) 公共国际组织（如世界银行或联合国）的任何官员或职员；(c) 政党的官员或职员，或者任何公职候选人；(d) 上述任何一款没有包含但根据适用法律（包括反贿赂反腐败法）被定义为政府官员或公职人员的任何人；和/或 (e) 为了或代表上述任何人员行使公职权力的任何人。“政府官员”应包括

亲密家庭成员为政府官员（定义如上）且有能力（实际的或被人认为的）影响葛兰素史克业务或做出影响 葛兰素史克业务的正式决定的任何人。

Supplier agrees that [he/she/it] shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that [he/she/it] has not, and covenants that [he/she/it] will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting [him/her/it] or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to Government Officials to secure or expedite a routine or necessary action to which we are legally entitled. For the purpose of this Agreement, "Government Official" (where 'government' means All third all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or parties ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organisation such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above. "Government Official" shall include any person with close family members who are Government Officials (as defined above) with the capacity, actual or perceived, to influence or take official decisions affecting GSK business.

- 30.2 如果供应商未能根据本第【30】条履行其义务，葛兰素史克有权通过书面通知供应商后立即终止本协议。对于因根据本第【30】条终止本协议造成的任何性质的损失，供应商不得向 葛兰素史克提出索赔。

GSK shall be entitled to terminate this Agreement immediately on written notice to supplier if supplier fails to perform its obligations in accordance with this Clause [30]. Supplier shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause [30].

- 30.3 【如果协议要求与政府官员依法进行合作，则不适用本条款。】 未经葛兰素史克事先【书面】批准，供应商不得为了讨论因本协议产生的或与本协议相关联的活动的目的，接触任何政府官员，或以其它方式故意与任何政府官员会面，而且，当葛兰素史克提出要求时，只有在 葛兰素史克指定代表在场的情况下，才可以接触政府官员或与政府官员会面。[Do not use this clause if the engagement requires legitimate interactions with Government Officials.] Supplier shall not contact, or otherwise knowingly meet with any Government Official for the purpose of discussing activities arising out of or in connection with this Agreement, without the prior [written] approval of GSK and, when requested by GSK, only in the presence of a GSK designated representative.

- 30.4 供应商应以书面方式通知葛兰素史克，在本协议期间，【他/她/它】是否被定罪或承认犯有涉及欺诈或腐败的刑事犯罪，或者成为任何政府针对此等犯罪的调查对象，或者被任何政府机构列入被禁止、暂时取消资格（或提议被禁止或暂时取消资格）或因其它原因被认定为没有资格参与政府项目的名单。

Supplier shall inform GSK in writing, if, during the course of this Agreement, [he/she/it] is convicted of or pleads guilty to a criminal offence involving fraud or corruption, or becomes the subject of any government investigation for such offenses, or is listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.

- 30.5 供应商陈述并保证，除在本协议开始之前以书面方式向葛兰素史克披露外：(1) 没有他们的任何重要股东（持股 25% 以上）或任何高级管理人员对葛兰素史克的业务有影响；(2) 任何重要股东（持股 25% 以上）、高级管理团队、董事会成员或者将负责提供货物/服务的任何关键个人在当前或过去两年内都不是实际上或被认为具有可能影响 葛兰素史克业务的影响力的政府官员；(3) 【他/她/它】并未知悉上述第(2)项所列人员有任何直系亲属（如：配偶、父母、子女或兄弟姐妹）对可能影响到葛兰素史克业务的决策过程或在向葛兰素史克提供服务或产品或代表葛兰素史克提供服务或产品的过程中，起到了某种公共或私人的作用；(4) 【他/她/它】不存在任何其它利益，与本协议的适当且合乎职业道德的履行之间存在直接或间接的冲突；以及(5)在为了或代表葛兰素史克履行本协议时，将与所有第三方保持适当的距离。对于本协议履行期间产生的本第【30】条中所描述的任何利益冲突，供应商应尽可能早地以书面方式通知葛兰素史克。

Supplier represents and warrant that except as disclosed to GSK in writing prior to the commencement of this Agreement: (1) none of their significant shareholders (>25% shareholding) or senior management have influence over GSK's business; (2) no significant shareholders (>25% shareholding), members of senior management team, members of the Board of Directors, or key individuals who will be responsible for the provision of goods / services, are currently or have been in the past two years a Government Official with actual or perceived influence which could affect GSK business; (3) [he/she/it] is not aware of any immediate relatives (e.g. for In Scope spouse, parents, children or siblings) of the persons listed in the previous subsection (2) having a public or private role which involves (Commercial, making decisions which could affect GSK business or providing services or products to, or on behalf of GSK; (4) [he/she/it] does not have any other interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; and (5) it shall maintain arm's length relations with all third parties with which it deals for or on behalf of GSK in performance of this Agreement. Supplier shall inform GSK in writing at the earliest possible opportunity of any conflict of interest as described in this Clause [30] that arises during the performance of this Agreement.

- 30.6 在本协议期间，葛兰素史克有权对供应商在本协议项下的活动进行审计，以监督对本协议条款的合规遵守。供应商应对该等审计工作给予充分配合，审计工作的范围、方法、性质和持续时间应由葛兰素史克依其合理的自由裁量权单独确定。

GSK shall have the right during the terms of this Agreement to conduct an audit of supplier's activities under this Agreement to monitor compliance with the terms of this Agreement. Supplier shall cooperate fully with such audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of GSK.

- 30.7 供应商应确保本协议项下的所有交易在所有重大方面都适当和准确地记录到其账簿和记录之中，并且，该等账簿和记录的条目所依据的每一份文件在所有重大方面都是完整和准确的。供应商必须维持一个经合理指定的内部会计控制系统，以确保不存在未入账的账户。

Supplier shall ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records and each document upon which entries such books and records are based is complete and accurate in all material respects. Supplier must maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.

- 30.8 供应商同意，葛兰素史克认为可能已经存在违反本协议条款的情况的，葛兰素史克可以在任何时间因任何原因，向任何政府管理当局及其机构，以及葛兰素史克根据诚信善意原则确定有合理必要知情权的任何人，充分披露该等看法及相关信息。

Supplier agree that in the event that GSK believes that there has been a possible violation of the terms of this Agreement, GSK may make full disclosure of such belief and related information at any time and for any reason to any competent government bodies and its

agencies, and to whomsoever GSK determines in good faith has a legitimate need to know.

- 30.9 在向葛兰素史克提供任何服务的过程中，针对供应商代表葛兰素史克行事或与政府官员接触，供应商应向相关人员提供反贿赂以及反腐败培训，包括任何相关的分包商。供应商应向葛兰素史克提供对培训进行评估的机会，以确认培训是否符合葛兰素史克的标准，而且根据葛兰素史克的请求，应开展额外的培训。一经葛兰素史克请求，供应商应就已经开展的反贿赂以及反腐败培训出具证明。

Supplier shall provide anti-bribery and anti-corruption training to relevant personnel, including any relevant subcontractors, at supplier who act on behalf of GSK or interact with government officials during the course of any services provided to GSK. Supplier shall provide GSK the opportunity to evaluate the training to determine whether it abides by GSK's standards and shall conduct additional training, as requested by GSK. Supplier, upon request by GSK, shall certify that the anti-bribery and anti-corruption training has taken place.

31 管辖法律和争议解决

GOVERNING LAW AND DISPUTE RESOLUTIONS

合同受中华人民共和国法律管辖和解释。因合同所发生的或与合同有关的一切争议，各方应通过友好协商解决，如协商不成，双方同意将争议提交上海国际仲裁中心按照该会现行的仲裁规则进行仲裁，仲裁地点为上海，仲裁裁决是终局的，对双方都具有约束力。

The Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. All disputes arising out of or in connection with the Agreement shall be settled through friendly consultation between both Parties. In case no settlement can be reached, the Parties agree to submit the dispute to the Shanghai International Arbitration Center ("SHIAC") for arbitration in accordance with the SHIAC rules of arbitration then in effect. The arbitration place shall be in Shanghai. The arbitration award shall be final and binding on the Parties.

32 语言

LANGUAGE

本基本条款以中、英文两种文字写成，两种文本具有同等效力。如果两种文本有不一致的地方，以中文文本为准。

This GTC is made in written in both English and Chinese languages, both versions shall have the same effect. In case there is any discrepancy between the two versions, the Chinese version shall prevail.

33 人类安全信息\不良事件报告

HUMAN SAFETY INFORMATION \ ADVERSE EVENT REPORTING

- 33.1 协议期间，如果供应商或其任何分包商获悉或知晓了不良事件或相关的人类安全信息(参考其通用名称或其商标的信息是否与葛兰素史克产品有关)，其应将此类信息转发给葛兰素史克。所有不良事件和人类安全信息必须在首次获知后24小时内(或如果是周末，则在下一个工作日)通过以下方式向葛兰素史克报告：处方药、疫苗热线 021-23019800/ 8008203383/ 4001833383、或者消费保健品热线4009911165。

During the contact duration if the Supplier or any of its sub-contractors are informed or becomes aware of an Adverse Event (AE) or related human safety information (whether the information relates to the GSK Product by reference to its generic name or by reference to its trade mark) it shall forward such information to GSK. All AE and human safety information must be reported to GSK within 24 hours of initial receipt (or next working day if over a weekend), through Pharma and Vaccine hotline 021-23019800/ 8008203383/ 4001833383 or Consumer Healthcare hotline 4009911165.

- 33.2 不良事件和相关的人类安全信息是指在接触葛兰素史克产品后出现的与人类健康和/或身体状况相关的信息，例如不良事件信息。

Adverse Event (AE) and related human safety information is defined as information relating to human health and/or wellbeing arising following exposure of humans to GSK products such as adverse event information.

- 33.3 未经患者同意的情况下，向葛兰素史克提供与任何不良事件有关的患者的个人可识别信息，这是与葛兰素史克的政策相违背的。在本协议下，报告不良事件的医疗专业人员的个人资料，只有在该医疗专业人员同意披露的情况下，才可向葛兰素史克披露。

It is against GSK Policy for personally identifiable information of any patient be provided to GSK in connection with any AE without consent from the respondent. Personal data of a healthcare professional who has reported an AE under this Agreement may be disclosed to GSK only where that healthcare professional has given their consent for such disclosure.

- 33.4 供应商或其承包商应进行适当的检查(例如电子邮件或传真通知)，以确认其发送给葛兰素史克的不良事件是在无误的情况下发送的。如收到报告失败通知，供应商或其承包商应立即重新发送不良事件，并采取合理措施确保不再发生此类情况。

The Supplier or its contractors shall conduct appropriate checks (e.g. e-mail, or fax notification) to confirm that the AEs that it sends GSK were sent without error. If a failure notification is received, the Supplier or its contractors shall immediately re-send the AE and take reasonable steps to ensure the same does not occur again.

- 33.5 供应商有责任遵守当地有关安全事件报告的所有规定。

The Supplier is responsible to follow all local regulations for reporting of safety events.

- 33.6 合同终止后供应商应按要求提交所有不良事件和证明文件。

Upon termination of the Agreement the Supplier is responsible to submit all AEs and supporting documentation as required.

- 33.7 对于涉及市场调研服务、患者支持项目、互动数字媒体服务、社交聆听、现场工作人员（商业和医学部）及呼叫中心服务的协议，请参照附件二中的不良事件条款。

For agreements related to Market Research services, Patient Support Programs, Interactive Digital Media, Social Listening, Field Staff (commercial and medical field staff), and Call Centers services, please refer to Appendix II for AE clause.

34 【适用于提供餐饮有关服务/货物的供应商】食品安全要求 [For supplier of catering service/goods]Food Safety Requirements

- 34.1. 为了保证食品安全，保障人员身体健康和生命安全，供应商为葛兰素史克提供餐饮服务涉及的任何及所有食物（包括但不限于：前菜、主食、甜品、副食、饮料、酒类、水等）、调料和原材料必须在餐饮服务结束后进行至少四十八（48）小时留样封存，样品数量应足以供具有食品安全检测资质的机构进行至少两（2）次全面检测。封存的样品应符合餐饮服务食品安全的相关国家或行业标准，并在样品标签上准确标注留样批次、日期和时间、样品存放条件以及餐饮服务许可证上食品安全负责人的签字。

In order to ensure food safety and protect the health and safety of the staff, any and all food of catering services provided by the Supplier (including but not limited to: appetizers, staple food, desserts, non-staple food, beverage, wine, water, etc.), spices and raw materials shall be stored as samples for at least forty-eight (48) hours after the catering services. The number of samples should be sufficient to serve for at least two (2) comprehensive tests by an organization with food safety testing qualification. The stored samples should be consistent with related national or industry standards of catering service food safety. Besides, the samples should be accurately labeled with sample batches, date and time, sample storage conditions and the signature of the person in charge of food safety on the catering service license.

- 34.2. 如果供应商需要销毁任何上述样品，供应商应提前至少八（8）个工作小时书面通知葛兰素史克；如果葛兰素史克在收到该等通知后八（8）个工作小时内未明确反对该等样品销毁，则供应商可以自行销毁该等样品。在任何样品销毁之前，应葛兰素史克的要求，供应商应立即（最迟不得超过十二（12）小时）将样品按照葛兰素史克的要求送交有食品安全检测资质的第三方机构进行“食品留样检测”，并向葛兰素史克提供该等检测机构接受检测的证明文件（列明送检样品的留样批次、日期和时间）。在该等检测机构完成检测后的四（4）小时内，供应商应向葛兰素史克提供加盖检测机构公章的完整检测报告。

If the Supplier needs to destroy any of the above samples, it shall inform GSK with at least eight (8) working hours prior written notice. If GSK fails to expressly object the destruction of such samples within eight (8) hours upon receipt of the notice, the Supplier may destroy the above samples at its own discretion. Before destruction of any samples, upon the request of GSK, the Supplier shall immediately (no later than twelve (12) hours) deliver such samples to an organization with food safety testing qualification for “stored sample test” and provide supporting documents (where the sample batches, date and time should be indicated) showing that the testing organization has accepted the testing application. The Supplier shall provide GSK with the full test report issued and chopped by the testing organization within four (4) hours upon completion of the test.

- 34.3. 如果供应商未能根据本基本条款的要求进行样品保存，或未能将样品销毁书面通知葛兰素史克，或未能按照葛兰素史克要求将样品送检并提供相关送检文件，则供应商应赔偿葛兰素史克因此遭受的一切及任何损失，包括但不限于：葛兰素史克人员治疗费用、误工费用及葛兰素史克因此向任何第三方承担的赔偿责任、以及为解决或减轻该等损失而产生的各项费用、支出或成本（如：检测费、专家费、律师费、诉讼费或仲裁费）；葛兰素史克有权从向供应商应付的任何款项中直接扣除该等损失，不足的部分（如有）由供应商另行支付葛兰素史克。

If the Supplier fails to preserve the samples according to requirements of this GTC, or fails to inform GSK in writing before the samples are destroyed, or fails to deliver the samples to test upon GSK's request and provide supporting documents required by GSK, the Supplier shall compensate GSK for any and all damages incurred, including but not limited to: GSK staff's treatment cost and loss of wages, liability of GSK to any third parties and any expenses and cost incurred for resolving or reducing such loss (e.g. testing fees, expert fees, legal fees, litigation fees or the arbitration fees). GSK has the right to deduct compensation for the above losses from any payable payments to the Supplier. The Supplier shall pay for the remaining compensation amount to GSK if deducted compensation is not adequate.

- 34.4. 若供应商发生食品安全事故应当立即采取措施，防止事故扩大。供应商应当及时向事故发生地县级人民政府食品药品监督管理、卫生行政部门报告。

If food safety accidents occur, the Supplier shall immediately take measures to prevent accidents from expansion. The Supplier shall timely report the accident to authorities of Food and Drug Administration and Sanitary Administration on the county/district level.

35 税负 Taxes

每一方均应依照适用的税收法律，承担其各自因履行本协议而引致的所有税负，履行法定的纳税申报缴纳或代扣代缴义务。

Each Party shall bear all taxes incurred by it in connection with its performance of this Agreement pursuant to applicable tax law, perform statutory obligation of tax declaration and payment, or payment of withholding tax.

36 制裁和出口控制

如本协议涉及货物或服务的进出口，供应商承诺遵守附件三《制裁和出口控制政策条款》。In case that import or export of goods or services is involved under this Agreement, Supplier undertakes to comply with the “Terms of the Sanctions and Export Controls Policy” as attached hereto in Appendix III.

37 环境与社区 Environment & Community

供应商应：

Supplier shall:

- (a) 遵守所有适用的法律、法规、许可、信息登记和限制；
comply with all applicable laws, regulations, licenses, permits, information registrations and restrictions;
- (b) 落实或已经落实一项环境、健康与安全（“EHS”）政策和基于风险的管理制度，并承诺提供一个安全健康的工作场所以及保护环境；
implement, or already has implemented, an Environment, Health and Safety (“EHS”) policy and risk-based management system with a commitment to provide a safe and healthy workplace and protect the environment;
- (c) 确保至少有一名高管负责 EHS 事务，且该机构拥有支持公司履行 EHS 法律义务的专业技术；
ensure there is at least one senior executive with responsibility for EHS and the organisation has access to technical expertise to support the company in meeting EHS legal obligations;
- (d) 主动向葛兰素史克披露和汇报需要通知给 EHS 监管机构的各种事件，以及任何相关的罚款、起诉或民事诉讼；
disclose and report proactively to GSK on incidents requiring notification to EHS regulators and any associated fines, prosecutions or civil actions;
- (e) 就与工作相关的危害、危险和控制措施，向工人提供相关的信息、教育和培训；
provide relevant information, education and training to workers on the hazards, risks and controls associated with their job;
- (f) 提供必要的基础设施和工程控制措施，确保材料和废物的安全存储、处理和加工，以便使人员、环境和当地社区免受危害；
provide the physical infrastructure and engineering controls necessary to ensure safe storage, handling and processing of materials and waste in order to protect people, the environment and local communities from harm;
- (g) 提供并维持应急监测系统并具备有效的响应能力；以及
provide and maintain emergency detection systems and an effective response capability; and
- (h) 在葛兰素史克要求下，给予充分合作，以完成对制造设施/经营场所的就地 EHS 审计工作。
cooperate fully with the completion of an onsite EHS audit of the manufacturing facility/premises when requested by GSK.

38 通知 Notice

双方之间的任何通知及通讯应以书面形式，通过传真、电子邮件、专人派送（包括快递）或挂号邮件方式送达至另一方在合同中列明的地址。通知或通讯被认定的送达时间应按如下规定：

Any notices and communications between the Parties shall be in writing and sent to the addresses of the other Party stated in this Agreement via facsimile, email, personal

delivery (including courier) or registered mail. The notices or communications shall be deemed to have been served:

- (1) 如为传真或电子邮件，则应以传送记录或电脑所显示的进入时间为准；若为专人派送（包括特快专递方式派送），以书面文件送至合同列明的地址的时间为准；
if sent via facsimiles and emails, at the access time displayed on the transmission record or the computer; if sent by personal delivery (including express mail), at the time when the written documents are sent to the addresses stated in this Agreement.
- (2) 以挂号邮件递送时，按邮局出具收据之日起七日为准。
if sent via registered mails, at the seventh day after a receipt is issued by the post office.

[本页以下特意留白 /The remainder of this page is intentionally left in blank]

签字页 / Signature Page

[请填入葛兰素史克公司名称]

[Please insert the name of GSK legal entity]

签字 / Signed: _____

姓名 / Name: _____

职务 / Title: _____

盖章 / Seal: _____

[]

签字 / Signed: _____

姓名 / Name: _____

职务 / Title: _____

盖章 / Seal: _____

附件一 / Appendix I

GSK information protection SCHEDULE

葛兰素史克信息保护附录

[Please insert the correct schedule based on the impact tier specified in TPO/TPR Guidance to Business Owners]

附件二使用说明 /Appendix II User Guide

【请在订立、签署本附件二前认真阅读下列使用说明。本使用说明仅供葛兰素史克内部员工参考，非协议正式文本，请勿随附在协议正式文本中或发送给第三方。 / Please read this User Guide carefully before entering into or executing this Appendix II. This User Guide is for GSK internal employees to use only, it is not a formal agreement, please do NOT attach the same to the formal agreement or send it to any third party.】

本附件二仅适用于涉及市场调研服务、患者支持项目、互动数字媒体、社交聆听、现场工作人员（商业和医学部）及呼叫中心服务的协议。

The Appendix II is only applicable to the agreements related to Market Research services, Patient Support Programs, Interactive Digital Media, Social Listening, Field Staff (commercial and medical field staff), and Call Centers services.

附件二 / Appendix II

不良事件报告

Adverse Event (“AE”) Reporting

协议期间，如果供应商或其任何分包商获悉或知晓了不良事件或相关的人类安全信息(参考其通用名称或其商标信息是否与葛兰素史克产品有关)，其应将此类信息转发给葛兰素史克。所有不良事件和人类安全信息必须在首次获知后24小时内(或如果是周末，则在下一个工作日) 通过以下方式向葛兰素史克报告：邮箱 oax32250@gsk.com。

During the contact duration if the Supplier or any of its sub-contractors are informed or becomes aware of an Adverse Event (AE) or related human safety information (whether the information relates to the GSK Product by reference to its generic name or by reference to its trade mark) it shall forward such information to GSK. All AE and human safety information must be reported to GSK through “oax32250@gsk.com”, within 24 hours of initial receipt (or next working day if over a weekend).

不良事件(AE)和相关的人类安全信息是指在接触葛兰素史克产品后出现的与人类健康和/或身体状态相关的信息，例如不良事件信息。供应商有责任遵守当地有关安全事件报告的所有规定。

Adverse Event (AE) and related human safety information is defined as information relating to human health and/or wellbeing arising following exposure of humans to GSK products such as adverse event information. The Supplier is responsible to follow all local regulations for reporting of safety events.

“不良事件”或“AE”系指患者、临床研究受试者或消费者在使用葛兰素史克产品后发生的任何不利医学事件，无论是否被认为与药物相关。不良事件和相关的人类安全信息(HSI)可包括：.

- 任何非预期的体征（包括异常的实验室检查结果）、症状或疾病（新的或加重）；
- 未能产生预期疗效（例如，缺乏疗效）；
- 用药错误的报告，超说明书用药或药物误用包括意外或有意的用药过量；
- 药物滥用 或 停药反应的报告；
- 职业暴露的报告；
- 妊娠或哺乳期患者服用葛兰素史克产品的报告；
- 药物相互作用的报告；
- 有关 GSK 产品父源性暴露（妊娠前或妊娠期间）的报告；
- 传染源疑似经药品传播；
- 包含在产品质量投诉中的部分信息；以及
- 意外的治疗受益 - 使用产品后除了该产品适应症外，患者的其他状况也得到了意外改善

“Adverse Event” or “AE” shall mean any untoward medical occurrence in a patient, clinical investigation subject or consumer, temporally associated with the use of a GSK Product, whether or not considered drug-related. An Adverse Event and related Human Safety Information (HSI) can include:

- any unintended sign (including an abnormal laboratory finding), symptom, or disease (new or exacerbated);
- failure to produce expected benefits (i.e. lack of efficacy);
- reports of medication errors, off-label use or misuse, including drug overdose, whether accidental or intentional;
- reports of drug abuse or effects of drug withdrawal;
- reports of occupational exposure;
- reports of patients taking GSK Products whilst pregnant or breastfeeding;
- reports of drug interaction;
- reports of paternal exposure (before and during pregnancy) to a GSK Product;

- transmission of an infectious agent via a medicinal product;
- information received as part of a product quality complaint;
- unexpected therapeutic benefits – an unexpected improvement in a concurrent condition other than the one being treated.

“葛兰素史克产品”——由葛兰素史克的任何部门或运营公司或其代表在协议区域或任何其他国家进行研发、生产、上市销售、供应或分销的临床研究药品或上市药品、消费保健品、疫苗、生物制品或医疗器械。

“GSK Product” - an investigational or licensed medicinal product, consumer healthcare product, vaccine, biological product or device whether under development by, or manufactured, marketed, supplied or distributed by or on behalf of, any division or operating company of GSK, whether in the Territory or in any other country.

在任何情况下，未经患者同意，均不会向葛兰素史克提供与任何不良事件有关的患者的个人可识别身份信息。在本协议下，报告不良事件的医疗专业人员的个人资料，只有在该医疗专业人员同意披露的情况下，才可向葛兰素史克披露。

In no event will personally identifiable information of any patient be provided to GSK in connection with any AE without consent from the respondent. Personal data of a healthcare professional who has reported an AE under this Agreement may be disclosed to GSK only where that healthcare professional has given their consent for such disclosure.

供应商应确保所有参与服务提供的可能知晓不良事件的人员(无论是供应商的员工或承包商)均接受识别和报告不良事件的年度培训。供应商将至少保留此类培训记录五(5)年，并应要求允许供应商审计这些记录。

The Supplier shall ensure that all personnel, whether the Supplier's employees or contractors, involved in the provision of the Services and who could become aware of an AE receive annual training in recognising and reporting AEs. The Supplier will keep records of such training for not less than five (5) years and permit GSK to audit these records on request.

供应商或其承包商应进行适当的检查(例如电子邮件或传真通知)，以确认其发送给葛兰素史克的不良事件是在无误的情况下发送的。如收到报告失败通知，供应商或其承包商应立即重新发送不良事件，并采取合理措施确保不再发生此类情况。

The Supplier or its contractors shall conduct appropriate checks (e.g. e-mail, or fax notification) to confirm that the AEs that it sends GSK were sent without error. If a failure notification is received, The Supplier or its contractors shall immediately re-send the AE and take reasonable steps to ensure the same does not occur again.

合同终止后供应商应按要求提交所有不良事件和证明文件。

Upon termination of the Agreement the Supplier is responsible to submit all AEs and supporting documentation as required.

【适用于收集信息的市场调研活动或患者支持项目，互动数字媒体项目/Applicable to Market Research services, Patient Support Programs, Interactive Digital Media】

供应商至少每年，或在服务结束时(如果持续时间少于三(3)个月)，按附表规定的格式向葛兰素史克提供一份其填写完成的不良事件清单，其中包括从其承包商处收到的不良事件。为免生疑问，必须分析从任何作出回应的研究对象中所收集的所有信息，以识别潜在的不良反应，即使这些信息或数据将不包含在向葛兰素史克提供的最终报告内。任何已识别的不良事件必须遵循完整的报告和协商一致的流程。必须使用该附表的最新版本。该附表必须带有项目编号/活动编号。

A minimum of annually or at the end of the service if less than three (3) months duration the Supplier will provide to GSK a completed listing of AEs received including AEs from its contractors in the reconciliation form set out in Schedule For the avoidance of doubt, all information collected from any research subject providing a response must be analysed to identify potential adverse events even if the information or data is to be excluded from the final output that is provided to

GSK. Any AEs identified must follow the full reporting and reconciliation. The most up to date version of this form must be used. This form must carry the project no./ activity ID.

【除上述活动以外的服务 For other services】

供应商或其承包商应进行适当的检查(例如电子邮件或传真通知), 以确认其发送给葛兰素史克的不良事件是在无误的情况下发送的。如收到报告失败通知, 供应商或其承包商应立即重新发送不良事件, 并采取合理措施确保不再发生此类情况。供应商或其承包商应保留一份向葛兰素史克发送的所有不良事件的清单, 其中包括葛兰素史克收到的文件。所有不良事件、葛兰素史克收悉确认和不良事件清单的将保留三年。

The Supplier or its contractors shall conduct appropriate checks (e.g. e-mail, or fax notification) to confirm that the AEs that it sends GSK were sent without error. If a failure notification is received, the Supplier or its contractors shall immediately re-send the AEs and take reasonable steps to ensure the same does not occur again. The Supplier or its contractors shall maintain a listing of all AEs sent to GSK that includes documentation of receipt by GSK. All AEs, conformation of GSK receipt and listing of AEs will be maintained for a period of three years.

至少每年或在服务结束时(如果持续时间少于三(3)个月), 供应商将向葛兰素史克提供一份收到的不良事件的完整清单, 其中包括从其承包商处收到的不良事件的确认表格, 其格式为葛兰素史克同意的格式。已识别的任何不良事件必须遵循完整的报告和收悉确认的流程。


A minimum of annually or at the end of the service if less than three (3) months duration the Supplier will provide to GSK a completed listing of AEs received including AEs from its contractors in the acknowledgement form, format of the form agreed with GSK. Any AEs identified must follow the full reporting and acknowledgement process.

GSK has the right to audit the Supplier as routine oversight or for cause.

葛兰素史克有权出于日常监督或其他理由对供应商进行审计。

GSK has the right to audit the Supplier as routine oversight or for cause.

附表 A / Schedule A

		葛兰素史克全球市场研究/患者支持项目/ 互动数字媒体不良事件报告表	
请在识别安全信息的 24 小时内通过传真或电子邮件将填写完整的表格发送至葛兰素史克药物安全部： 电子邮件: oax32250@gsk.com			
机构/项目信息			
活动类型: 市场研究 <input type="checkbox"/> 患者支持项目 <input type="checkbox"/> 数字媒体 <input type="checkbox"/>			
机构名称和地址:		该机构是什么时候接收到安全性信息的 (年/月/日)?	
		项目名称/机构编号:	
		项目编号/活动识别号:	
		WISE 编码 (针对市场研究项目):	
机构电话:		ChimAERa 编码 (针对患者支持项目):	
机构电邮:		报告者识别号:	
机构联系人姓名:		机构联系人签名和日期:	
药物和安全性信息			
事件编号:			
安全性信息是关于哪种葛兰素史克产品?			
该产品用于什么适应症 (疾病)? 不详 <input type="checkbox"/>			
使用剂量: 不详 <input type="checkbox"/>		批号: 不详 <input type="checkbox"/> 有效日期:	
使用该产品时患者是否处于妊娠期? 是 <input type="checkbox"/> 否 <input type="checkbox"/> 不详 <input type="checkbox"/>			
详细说明该研究中所反映的安全性信息 (逐字逐句): 例如, 患者服用的其他药物、相关病史、事件结果、使用产品/药物采取的措施、患者是否住院?			
报告者是否认为事件可能与产品的使用有关? 是 <input type="checkbox"/> 否 <input type="checkbox"/> 不详 <input type="checkbox"/>			
患者信息: 使用该产品的患者 (个人) 或团体的相关信息 (可以是报告者或其他人)			
年龄/出生年份: 不详 <input type="checkbox"/>		性别: 男 <input type="checkbox"/> 女 <input type="checkbox"/> 不详 <input type="checkbox"/>	
姓名首字母:		其他 (患者编号等):	
一个/多个患者: 一个 <input type="checkbox"/> 多个 <input type="checkbox"/> 如果是多个, 说明有几个 (如果知道的话): 注意: 只有当无法获得个人可识别信息时, 才能勾选 “多个” 的选项, 否则请填写多张表格			
报告者信息: 报告者的相关信息, 例如上报安全信息的客户或者专业医学人士			
报告者居住在哪个国家?			

为遵守监测和报告不良事件的法律责任，GSK 中国将记录报告者提供的详细信息，包括姓名、联系方式、健康信息、具体问询内容以及 GSK 的答复。此个人信息仅用于处理报告者的问询、投诉或不良事件报告。GSK 集团子公司、为 GSK 提供服务的第三方以及监管机构（其中一些可能位于中国境外）可能会访问这些个人信息。报告者有权访问、更正或删除这些个人信息。

报告者是否同意以上内容？ 是 ☐ （请回答下一问题） 否 ☐ （无需回答以下问题）

报告者是否同意个人信息用于与葛兰素史克安全团队取得联系，以进一步讨论？

是 ☐ 否 ☐

如果报告者选择“否”，只填需写以下报告者的类型；如果报告者选择“是”，需填写报告者的类型，且请提供以下联系方式。

客户 ☐ 医生 ☐ 护士 ☐ 药剂师 ☐ 其他（详细说明）：

报告者信息：

姓名：

地址：

电话：

邮箱：

附表 B / Schedule B



GlaxoSmithKline

葛兰素史克 市场研究/患者支持项目不良事件核对表

通过传真或电子邮件将填写完整的核对表发送至葛兰素史克药物安全部：电子邮件：oax32250@gsk.com

合作机构/项目信息

项目编号/活动识别号：

项目名称：

WISE 编码（针对市场研究项目）：

ChimAERa 编码（针对患者支持项目）：

机构名称：

联系人姓名：

地址：

国家：

电话：

传真：

电邮：

以下是提交给葛兰素史克安全部门的不良事件报告汇总：

- 收到的安全信息（请注明时间段, 例: 2015.1.1 ~ 2015.3.31）
-

事件编号	报告者识别号	产品	事件内容
1			
2			
3			
4			
5			
6			
7			
8			
9			

10			
----	--	--	--

项目中报告的不良事件总数： 若无不良事件报告，请注明“0”	
----------------------------------	--

如有任何额外的事件，请在额外的表单上填写，谢谢

合作机构签名和日期：	
------------	--

GSK 填写: 确认 – 完成核对.	
核对人签名和日期：	

制裁和出口控制政策条款

Terms of the Sanctions and Export Controls Policy

[本附件只适用于涉及货物或服务进出口的情况]

Applicable in case of import or export of services is involved in this Agreement]

1. 供应商陈述并保证，其认识到并在履行其在本协议项下义务的过程中，在任何时候都将遵守并不会使自己接受到制裁与贸易管制（例如，欧盟、英国、美国和对本协议相关活动有管辖权的任何其它国家的所有制裁、出口控制和反联合抵制的法律、法规、命令、指令、指定、许可和决定）中的惩罚措施。

Supplier represents and warrants that it is aware of and, in carrying out its obligations under this Agreement, will comply at all times with and not become exposed to penalties under Sanctions & Trade Controls (i.e., all sanctions, export control, and anti-boycott laws, regulations, orders, directives, designations, licenses, and decisions of the European Union, the United Kingdom, the United States of America, and of any other country with jurisdiction over activities undertaken in connection with this Agreement).

2. 供应商陈述并保证，在任何时候，在履行其在本协议项下义务的过程中，其不会采取导致【葛兰素史克】违反制裁与贸易管制的任何规定或以其它方式使之接受到制裁与贸易管制中的惩罚措施的任何行动。

Supplier represents and warrants that at all times, in the performance of its obligations under this Agreement, it will not take any action that causes [GSK] to violate or otherwise become exposed to penalties under any Sanctions & Trade Controls.

3. 【葛兰素史克】不会被要求采取或禁止采取任何制裁与贸易管制所禁止的或可给与处罚的行动，亦不会被要求提供任何制裁与贸易管制所禁止的或可给与处罚的信息。

[GSK] shall not be required to take or refrain from taking any action, nor shall it be required to furnish any information, that would be prohibited or penalizable under any Sanctions & Trade Controls.

4. 供应商陈述并保证：

其或其任何关联方或其各自的任何董事、高级职员、代理商或雇员都不是制裁目标（例如，(a)被列入欧盟保有的“欧盟指定缔约方综合名单”、英国财政部保有的“资产冻结目标综合名单”、欧盟或其成员国保有的任何其它指定缔约方名单、美国财政部外国资产管理办公室（“OFAC”）保有的“美国特定国民和禁止往来人员名单”（SDN 名单）或“美国国外逃避制裁者名单”、美国商务部工业安全局（“BIS”）保有的“美国实体名单”或“美国遭禁人员名单”或者联合国发布的受制于资产冻结措施的各当事方的任何名单；或者(b)被上述名单中任何一方或多方直接或间接持有或控制 50%或以上的股份）；

b)在履行本协议项下义务的过程中，其不会为了或代表任何制裁对象做出任何行动，或是帮助制裁对象开展或与之一起开展任何活动；以及

c)在履行本协议项下义务的过程中，其不会雇佣成为制裁目标的任何人员或实体，也不会以其它方式与他们进行交易（不管是作为分销商、供应商、服务提供商、团队成员还是其他身份），包括但不限于通过以下方式：(i)直接或间接地向作为制裁目标的任何人员或实体支付任何款项或其他利益，或者(ii)向作为制裁目标的任何人员或实体直接或间接出售或以其它方式提供任何产品。

Supplier represents and warrants that:

a) neither it nor any of its Affiliates nor any of its or their respective directors, officers, agents, or employees is a Sanctions Target (i.e., is (a) listed on the EU Consolidated List of Designated Parties, maintained by the European Union; the Consolidated List of Asset Freeze Targets, maintained by HM Treasury (UK); any other list of designated parties maintained by the EU or its Member States; the U.S. List of Specially Designated Nationals and Blocked Persons (the "SDN List") or the U.S. Foreign Sanctions Evaders List, maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); the U.S. Entity List or the U.S. Denied Persons List, maintained by the U.S.

Commerce Department's Bureau of Industry and Security ("BIS"); or any list of parties subject to asset-freezing measures issued by the United Nations; or (b) is 50% or more owned or controlled, directly or indirectly, by any one or more parties on the foregoing lists);

b) it will not act, in connection with the performance of its obligations under this Agreement, for or on behalf of, or facilitate any activity of or with, any Sanctions Target; and

c) it will not engage or otherwise deal with, in connection with the performance of its obligations under this Agreement, (whether as a sub-distributor, a supplier, a service provider, a member of the team or otherwise), any person or entity which is a Sanctions Target, including but not limited to by: (i) making, directly or indirectly, any payments or other benefits available to any person or entity which is a Sanctions Target, or (ii) selling or otherwise supplying, directly or indirectly, any Products to any person or entity which is a Sanctions Target.

5. 供应商进一步陈述并保证:

a) 其已经向【葛兰素史克】披露其是否被列入 EO 13599 名单 (即: 被列入“美国总统令 13599 号名单, 或者其 50%或以上的股权被列入 EO 13599 名单的任何一方或多方直接或间接拥有或控制), 或者是否被列入 SSI 名单 (即: 被列入“美国行业制裁识别名单”, 或者是受制于针对俄罗斯的欧盟行业制裁, 或者其 50%或以上的股权被列入 SSI 的任何一方或多方直接或间接拥有或控制);

b) 在履行本协议项下义务的过程中, 其不会在未经【葛兰素史克合同方】书面同意的情况下, 为了或代表被列入 EO 13599 名单或 SSI 名单的任何一方做出任何行动, 或是帮助他们开展或与之一起开展任何活动;

c) 在履行本协议项下义务的过程中, 未经【葛兰素史克】书面同意, 不会雇佣被列入 EO 13599 名单或 SSI 名单的任何一方或实体, 也不会以其它方式与他们进行交易 (不管是作为分销商、供应商、服务提供商、团队成员还是其他身份);

Supplier further represents and warrants that:

a) it has disclosed to [GSK] whether it is an EO 13599 List Party (i.e., is listed on the U.S. Executive Order 13599 List or is 50% or more owned or controlled, directly or indirectly, by any one or more EO 13599 List Parties) or an SSI Party (i.e., is listed on the U.S. Sectoral Sanctions Identifications List or is subject to EU sectoral sanctions targeting Russia, or is 50% or more owned or controlled, directly or indirectly, by any one or more SSI Parties);

b) it will not act, in connection with the performance of its obligations under this Agreement, for or on behalf of, or facilitate any activity of or with, any EO 13599 Party or SSI Party without consent in writing from [GSK contracting party];

c) it will not engage or otherwise deal with, in connection with the performance of its obligations under this Agreement, (whether as a sub-distributor, a supplier, a service provider, a member of the team or otherwise), any person or entity which is an EO 13599 List Party or an SSI Party without consent in writing from [GSK];

6. 供应商陈述, 其已经向【葛兰素史克】提供了有关下列各方身份的完整且准确的详细信息:

a) 他们的法定和最终受益人, 包括所有中间的和最终的上层实体;

b) 对其行使法律控制的任何一方;

c) 其董事;

d) 其高级职员和其它高级管理人员;

e) 参与本协议项下活动的任何金融机构;

f) 其分销商 (如果在本协议条款下适用); 以及

g) 其分包商 (如果在本协议条款下适用)。

Supplier represents that it has provided to [GSK] complete and accurate details of the identities of the following parties:

a) its legal and ultimate beneficial owners, including all intermediate and ultimate parent entities;

b) any parties that exercise legal control over it;

c) its directors;

- d) its officers and other senior managers;
 - e) any financial institutions involved in activity covered by this Agreement;
 - f) its sub-distributors (if applicable under the terms of this Agreement); and
 - g) its subcontractors (if applicable under the terms of this Agreement).
7. 如果根据第 5 条和/或 6 条提供的信息发生了任何变化，供应商将立即以书面形式通知【葛兰素史克】。
- Supplier will immediately notify [GSK] in writing of any changes in the information provided pursuant to Clauses 5 and/or 6.
8. 供应商进一步同意其将：
- a) 在履行本协议项下义务的过程中，对于其拟聘用的或以其它方式进行交易的人员和实体进行筛选并进行另外的尽职调查（酌情而定），以确保该等人员和实体不是制裁对象，并查明该等人员和实体是否被列入 EO 13599 名单或 SSI 名单；以及
 - b) 在履行本协议项下义务的过程中，如果其拟聘用或以其它方式与之交易的任何人员或实体成为制裁对象或被列入 EO 13599 名单或 SSI 名单，立即以书面方式通知葛兰素史克。
- Supplier further agrees that it shall:
- a) screen and conduct other due diligence, as appropriate, with respect to the persons and entities with which it intends to engage or otherwise deal in connection with the performance of its obligations under this Agreement to ensure that such persons and entities are not Sanctions Targets and to ascertain whether such persons and entities are EO 13599 List Parties or SSI Parties; and
 - b) immediately notify GSK in writing if any person or entity with which it intends to engage or otherwise deal in connection with the performance of its obligations under this Agreement becomes a Sanctions Target, an EO 13599 List Party, or an SSI Party.
9. 根据【葛兰素史克】的完全自主决定，如果供应商违反了任何前述条款，或者，根据【葛兰素史克】的完全自主决定，如果【葛兰素史克】根据本协议履行其义务可能违反了制裁与贸易管制的规定或根据制裁与贸易管制的规定其会受到惩罚（不管在本协议期限内是否存在这种情况，也不管在本协议期限内存在的该等情况出现了任何其它的变化），【葛兰素史克】都可以终止本协议，且立即生效。如果【葛兰素史克】根据本条的规定终止本协议，其将没有义务在本协议终止之后，向供应商支付任何款项、进行赔偿或以其它方式提供补偿。
- [GSK] may terminate this Agreement with immediate effect if, in [GSK's] sole discretion, supplier breaches any the foregoing clauses or, in [GSK's] sole discretion, [GSK's] performance of its obligations pursuant to this Agreement may breach or be penalisable under Sanctions & Trade Controls (whether or not in existence at the date of this Agreement and whether or not there have been any other changes in circumstance from those that existed at the date of this Agreement). If [GSK] terminates this Agreement pursuant to this clause, it shall not be obliged to make any payments, indemnify, or otherwise provide compensation to supplier subsequent to the termination of this Agreement.