PHARMAC
TE PĀTAKA WHAIORANGA

4 November 2026

Dear Supplier

INVITATION TO TENDER – SUPPLY OF PHARMACEUTICALS FOR COMMUNITY SUPPLY AND/OR HOSPITAL SUPPLY

Pharmac invites tenders for the supply of certain pharmaceuticals for community supply and/or hospital supply in New Zealand.

This invitation to tender incorporates the following schedules:

(a) Schedule 1 sets out the definitions used in this invitation;

(b) Schedule 2 specifies the pharmaceuticals for which you may submit a Tender Bid in relation to community supply and/or hospital supply;

(c) Schedule 3 describes the process Pharmac intends to follow in relation to this tender, and provides instructions on how to submit a Tender Bid in relation to community supply and/or hospital supply;

(d) Schedule 4 sets out terms that will apply if your Tender Bid in relation to community and/or hospital supply is awarded Principal Supply Status; and

(e) Schedule 5 sets out the additional special terms that will apply if your Tender Bid in relation to a particular pharmaceutical is awarded Principal Supply Status.

This invitation to tender also incorporates the information on the Electronic Portal referred to in this invitation.

If you wish to submit a Tender Bid in relation to community supply and/or hospital supply, you must submit it via the Electronic Portal to Pharmac no later than **4:00 pm** (New Zealand time) on **Wednesday 16 December 2026**.

If you have any enquiries about this invitation, please contact Pharmac's **Tender Analysts** at tender@pharmac.govt.nz.

We look forward to receiving your tender.

Yours sincerely



Geraldine MacGibbon
Director, Pharmaceuticals

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Schedule 1: Definitions and interpretation

1. Definitions

In this Invitation:

Additional Stock Pharmaceutical (or ASP) means a Pharmaceutical, marked with a "@", for which the supplier of the successful Tender Bid would be required:

(a) to hold additional stock; and

(b) to report to Pharmac on the level of that additional stock each Quarter;

Advertisement means any advertisement as defined in the Medicines Act 1981;

Aggregated Tender Bid means a Tender Bid for more than one Tender Item, which Pharmac is to consider in aggregate, and can include a Tender Bid for more than one Tender Item of the same Chemical Entity but not aggregation within a single Tender Item;

Agreement means Schedule Four and includes, to the extent applicable, the other Schedules (including Schedule Five) and the information on the Electronic Portal comprising the Invitation;

Alternative Brand Allowance means the alternative brand allowance relating to a particular Tender Item, in relation to hospital and/or community supply, as indicated as a percentage amount of the Total Pharmaceutical Volume, in the column entitled "ABA Limit" in the list of products included in Schedule Two;

Alternative Pharmaceutical means an alternative Pharmaceutical that Pharmac has expressly agreed in writing constitutes an acceptable substitute for that Pharmaceutical;

Back-up Supply Agreement means an alternative agreement or arrangement negotiated by Pharmac, at its sole discretion, with a supplier other than the supplier with Principal Supply Status in respect of a particular Tender Item, to cover the contingency that Principal Supply Status is suspended or withdrawn under the terms of this Agreement in respect of that Tender Item, or that the Tender Item is otherwise out of stock or unavailable for supply;

Brand Allowance Indicator means the actual percentage of Brand Allowance Pharmaceuticals subsidised in the community and/or purchased by Health NZ Hospitals relative to the Total Pharmaceutical Volume in a Relevant Period;

Brand Allowance Pharmaceuticals means an alternative supplier's brand of the Pharmaceutical. For the avoidance of doubt, a Brand Allowance Pharmaceutical shall not be interpreted to be an Alternative Pharmaceutical for the purposes of the Agreement;

Brand Compensation means the compensation payable to you in accordance with clause 3.3 of Schedule 4;

Brand Differential means the difference between the Brand Allowance Indicator and the Alternative Brand Allowance;

Business Day means a day of the week, excluding Saturday, Sunday, and national public holidays in New Zealand. A Business Day starts at 8.30 am and ends at 5.00 pm;

Chemical Entity means any pharmaceutical that contains, and is described generically according to, the relevant active ingredient specified in Schedule Two and the Electronic

Portal. For the avoidance of doubt, the term Chemical Entity does not include any Medical Device;

Combined Community/Hospital Tender Bid means a Community Tender Bid and a Hospital Tender Bid that you submit in combination for the same Tender Item;

Community Tender Bid means a Tender Bid, in relation to community supply;

Confidential Information means all information exchanged between us under this Invitation or in relation to your Tender Bid, including during all negotiations relating to your Tender Bid, but excludes:

(a) information regarding the Pharmaceutical that does not identify you, or that cannot reasonably be expected to identify you, and you agree that such information is not Confidential Information and that Pharmac may use and publish such information; and

(b) information released by Pharmac in accordance with clause 9 of Schedule Three of this Invitation, and you agree that such information ceases to be Confidential Information and that Pharmac may release that information again at any time in future without consulting with you or obtaining your prior agreement;

Consent means registrations, consents, permits, licences and authorisations, whether statutory or otherwise;

Crown Direction means any direction given to Pharmac under statutory authority;

Data Sheet means the Pharmaceutical data sheet published by Medsafe on your behalf;

Deadline means 4:00 pm, 16 December 2026 (New Zealand time);

Default Interest Rate means the base rate of ASB Bank Limited plus 5% per annum;

Electronic Portal means the electronic tender system available via the internet address provided to you by Pharmac through which you are required to submit your Tender Bid(s);

Eligible Volume means the Volume Multiplier multiplied by the Brand Differential, being a volume of Pharmaceuticals eligible for Brand Compensation in Units of that Tender Item;

End Date means the last day of the Principal Supply Period;

Evaluation Committee means a committee established by Pharmac to evaluate Tender Bids;

Final Transition Period means, in respect of a Pharmaceutical with Principal Supply Status, the period of three calendar months beginning on the day after the relevant End Date;

First Transition Period means, in respect of a Pharmaceutical with Principal Supply Status, the period beginning on the first day of the month following the Market Notification Date and ending on the day prior to five months from the Start Date (or such different or longer period as Pharmac determines under clause 1.2 of Schedule Three);

Force Majeure Event means any cause preventing the affected party from performing any or all of its obligations under this Agreement which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the affected party, which:

(a) was not reasonably foreseeable;

(b) could not have been avoided or mitigated through the exercise of good industry practice and due care, skill and diligence; and

(c) was not caused by the affected party, its affiliates, officers, Personnel or suppliers,

but does not include any lack of finance or financial means or any changes in market conditions;

Health NZ means Health New Zealand I Te Whatu Ora, a Crown agent established under section 11 of the Pae Ora (Healthy Futures) Act 2022;

Health NZ Hospital means Health NZ, including its hospital or associated provider unit for which Health NZ purchases pharmaceuticals;

Hospital Tender Bid means a Tender Bid in relation to hospital supply;

In-Use Shelf-Life means the length of time that the Pharmaceutical has been demonstrated to stay effective and safe to use after the packaging of the original container is opened and stored under defined conditions;

Invitation means this invitation to tender and includes the cover letter, each of the Schedules and the information on the Electronic Portal referred to in this invitation;

Lead Time means the number of months (being whole months only) indicated on your Tender Bid that, if your Tender Bid is accepted, you would require following the Successful Tenderer Notification Date in order to source sufficient stock of your brand of the Tender Item to meet the entire market demand for the Tender Item as at the Start Date. For the avoidance of doubt, the Lead Time does not affect, and should incorporate the extra time needed to allow for, your obligations in clause 2.3 of Schedule Four;

Market Approval means regulatory approval for sale and marketing in New Zealand;

Market Notification Date means the date on which Pharmac notifies the market that your Tender Bid, in respect of a particular Tender Item, has been accepted, being greater than one month prior to the Start Date;

Medical Device means a medical device as that term is defined in the Medicines Act 1981;

Medsafe means the business unit within the Ministry of Health that has responsibilities in relation to the safety of medicines and medical devices used and supplied in New Zealand;

New Zealand Government's Supplier Code of Conduct means the New Zealand Government's supplier code of conduct (as updated from time to time);

Offer Letter means the letter of offer which must be submitted with the Tender Submission Form, in the form set out in the Electronic Portal;

OPPs means Pharmac's Operating Policies and Procedures (as updated from time to time);

PCT means a Pharmaceutical for which Health NZ Hospitals are eligible to claim a subsidy through the Pharmaceutical Schedule. Tender Items that are PCTs are indicated with "PCT" in the list in clause 2 of Schedule Two and the Electronic Portal;

Personnel means all individuals engaged by the relevant party, including the parties' employees, contractors, representatives, legal advisors, clinical advisors and other consultants;

Schedule 1

Pharmaceutical means the relevant Tender Item (which may be a Medical Device) for which you have submitted, and Pharmac has accepted, a Tender Bid;

Pharmaceutical Schedule means the schedule listing all the medicines and medical devices funded for New Zealanders (as updated from time to time);

Price means the price (in New Zealand dollars and exclusive of GST) at which the Pharmaceutical is to be supplied, or made available for supply, by you to:

(a) in relation to community supply, any wholesalers and other such distributors, and at which the Pharmaceutical is to be subsidised, being the price specified in your successful Tender Submission Form, unless there has been a subsequent price change in accordance with the terms of the Invitation, in which case the Price will be the price notified to you by Pharmac upon acceptance of your Tender Bid; or

(b) in relation to hospital supply, Health NZ Hospitals, any wholesalers and other such distributors, being the price specified in your successful Tender Submission Form, unless there has been a subsequent price change in accordance with the terms of the Invitation, in which case the Price will be the price notified to you by Pharmac upon acceptance of your Tender Bid;

Principal Supplier means a supplier which has had a Tender Bid accepted for a Tender Item in relation to community and/or hospital supply, being the principal supplier of the relevant Tender Item (subject to the Alternative Brand Allowance provisions);

Principal Supply Period means the period beginning on the day after the expiry of the First Transition Period and ending on 30 June 2030;

Principal Supply Status means the status of being the Principal Supplier for community and/or hospital supply of a Pharmaceutical for the Principal Supply Period;

PTAC means the Pharmacology and Therapeutics Advisory Committee;

Quarter means the periods:

(a) 1 January until 31 March;

(b) 1 April until 30 June;

(c) 1 July until 30 September; and

(d) 1 October until 31 December;

Relevant Period means the periods:

(a) beginning on the day after the expiry of the First Transition Period and ending on 30 June 2028;

(b) 1 July 2028 until 30 June 2029; and

(c) 1 July 2029 until 30 June 2030.

Shelf-Life means the length of time that the Pharmaceutical has been demonstrated to stay effective and safe to use when packaged in the original container and stored under defined conditions;

Special Authority (or SA) means a designation in relation to a Pharmaceutical which means that the Pharmaceutical is only eligible for subsidy or additional subsidy on approval

of an application for a named person which meets the criteria specified in the Pharmaceutical Schedule;

Start Date means:

(a) in relation to a Tender Item for which your Tender Bid has been accepted unconditionally, the first day of the month following the date that represents:

(i) the Successful Tenderer Notification Date; plus

(ii) the Lead Time; or

(b) in relation to a Tender Item for which your Tender Bid has received conditional acceptance, in terms of clause 7.4 of Schedule Three, the first day of the month following the date that represents:

(i) the date that such acceptance ceases to be conditional; plus

(ii) the Lead Time; or

(c) such other date that is negotiated between you and Pharmac under clause 1.6 of Schedule Three;

Successful Tenderer Notification Date means the date on which Pharmac notifies you, in relation to a Tender Item for which you have submitted a Tender Bid, that your Tender Bid has been accepted;

Supply Issue means an event which may result, or has resulted, in a failure to supply the Pharmaceutical in accordance with this Agreement, including but not limited to:

(a) your stock of the Pharmaceutical held by you in New Zealand falls below the minimum stock holding recorded in clause 5.1 of Schedule Four;

(b) you recall (or have reason to believe you may recall), or are (or have reason to believe you may be) required by Medsafe or any other authorities to recall, the Pharmaceutical;

(c) any Consent or Market Approval, required in accordance with clause 6.2 of Schedule Four is withdrawn, revoked, suspended or withheld;

(d) you become aware of any issue that may impact on your ability to fulfil any orders for the Pharmaceutical;

(e) you plan to withdraw the Pharmaceutical from supply; and/or

(f) you fail to supply (or have reason to believe you may fail to supply) the Pharmaceutical from the Start Date;

Supply Issues Report means a report provided by you to Pharmac in accordance with clause 4.2 of Schedule Four of this Agreement;

Tender Bid means the Offer Letter together with the Tender Submission Form submitted through the Electronic Portal for a particular Tender Item, including the Lead Time, and includes a Community Tender Bid, a Hospital Tender Bid and a Combined Community/Hospital Tender Bid;

Tender Item means:

(a) in the case of a pharmaceutical that is not a Medical Device, the form and strength of a Chemical Entity (or entities, if applicable) for which you may submit a Tender Bid; or

(b) in respect of a Medical Device, an item conforming to the individual specifications described for such item in the product list in clause 2 of Schedule Two for which you may submit a Tender Bid;

Tender Submission Form means the electronic form in which you must enter and submit your bid(s) for each Tender Item, as set out in the Electronic Portal;

Total Brand Allowance Pharmaceutical Volume means the total volume of Brand Allowance Pharmaceuticals subsidised in the community and/or purchased by Health NZ Hospitals in a Relevant Period, specified in Units of that Tender Item;

Total Pharmaceutical Volume means the total volume of the Pharmaceutical (inclusive of Brand Allowance Pharmaceuticals) subsidised in the community and/or purchased by Health NZ Hospitals in a Relevant Period, specified in Units of that Tender Item;

Transition Periods collectively refers to the First Transition Period and the Final Transition Period;

Unit means an individual unit of a Tender Item (e.g. tablet, 1 ml of an oral liquid, ampoule, syringe, bag, suture or needle, roll or a dressing);

Unit Price means the relevant Price specified for a pack (or equivalent grouping for any Medical Device) of that Tender Item the Pharmaceutical Schedule for the hospital setting, divided by the number of Units in the pack specified in the Pharmaceutical Schedule as being the listed pack size for that Tender Item (and where that Tender Item is not listed on the Pharmaceutical Schedule, the price and pack size in the most recent issue of the Pharmaceutical Schedule published prior to that Tender Item being delisted);

Unit Subsidy means the subsidy specified for a pack of that Tender Item in the Pharmaceutical Schedule for the community setting, divided by the number of Units in the pack specified in the Pharmaceutical Schedule as being the subsidised pack size for that Tender Item (and where that Tender Item is not listed on the Pharmaceutical Schedule, the subsidy and pack size specified in the most recent issue of the Pharmaceutical Schedule published prior to that Tender Item being delisted);

Unit Volume means, in relation to community supply, the approximate number of Units of the Tender Item subsidised by Pharmac, and claimed for by community pharmacies, wholesalers or other claimants, in one year, as specified in Schedule Two and the Electronic Portal;

Unique Product Identifiers means for each Pharmaceutical:

(a) the ‘CTPP’, which is the Containered Trade Product Pack SNOMED CT code, which is the unique identifier that describes the packaged, branded product and the container it is dispensed in, as used within the New Zealand Medicines Terminology;

(b) the ‘GTIN’ (if available), which is the Global Trade Item Number for a Pharmaceutical;

(c) the ‘Pharmacode’, which is the unique identifier assigned to a Pharmaceutical and notified to you by the Pharmacy Guild; and

(d) the ‘Supplier Code’, which is the unique product identifier assigned by you to the Pharmaceutical, if applicable; and

Volume Multiplier means the Total Pharmaceutical Volume divided by one hundred (100) (which shall equate to 1% of the Total Pharmaceutical Volume), specified in Units of that Tender Item.

2. Interpretation

In the construction of this Invitation, unless the context otherwise requires:

(a) references to community encompass ambulance supply;

(b) references to "Health NZ" encompass Health NZ Hospitals;

(c) references to "Health NZ Hospitals" may reflect that certain operational matters can in practice occur at a local hospital level notwithstanding that Health NZ Hospitals are part of, and not separate legal entities from, Health NZ;

(d) references to clauses are to clauses in this Invitation;

(e) the headings to clauses will be ignored in construing this Invitation;

(f) the plural includes the singular and vice versa;

(g) any organisations (including government agencies) referenced in this Invitation include their successors;

(h) a reference to any statute includes that statute, and regulations made under it, as amended from time to time;

(i) a reference to any statute includes any statute passed in substitution for that statute;

(j) an obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

(k) derivatives of any defined word or term have a corresponding meaning;

(l) all references to dollars are references to New Zealand dollars unless provided otherwise;

(m) "including" and similar words do not imply any limitation;

(n) references to **"you"** include any third parties acting on your behalf, including sub-contractors;

(o) references to the **"listing"** of a Pharmaceutical are to the listing of that Pharmaceutical on the Pharmaceutical Schedule (and references to "list", "listed", "delist", "delisted", and "delisting" are to be interpreted accordingly); and

(p) none of the terms are to be construed against a party by reason of the fact that that term was first proposed or was drafted by that party.

Schedule 2: Products to be tendered

1. Information about Tender Items

1.1 List of Tender Items

This Schedule sets out the Tender Items and information about the Tender Items. While Pharmac has taken all reasonable care in preparing the information contained in this Schedule, it accepts no liability for any errors or omissions in the information.

1.2 Patents

(a) Where possible, Pharmac has identified Tender Items that it understands may be the subject of a patent that it believes is due to expire after the Deadline.

(b) Where Pharmac has been advised of the existence of a patent prior to sending out this Invitation, it has shown this in the attached list by the use of a + symbol.

(c) However, Pharmac makes no representation as to the patent status of the Tender Items and accepts no liability for any patent infringement that might occur as a result of this tender process or Pharmac's acceptance of a Tender Bid, including infringement of process patents.

1.3 Unit Volume and market value figures

(a) Except where indicated otherwise, the Unit Volume figures, in relation to community supply, are based on actual volumes for the year ending 30 June 2026.

(b) Market value figures, in relation to community supply, are expressed as the Unit Volume in the year ending 30 June 2026 multiplied by the Unit Subsidy as at 1 July 2026.

(c) The figures referred to in paragraphs (a) and (b):

(i) are approximate and indicative only. Pharmac makes no representation as to the accuracy of these figures or as to the level of sales or likely sales of any Tender Item. In particular, if these figures change at any time during the period from Pharmac's pre-tender consultation until decisions have been made about the acceptance of Tender Bids for all Tender Items, Pharmac is not obliged to notify you of any such change; and

(ii) unless specified by Pharmac do not include Health NZ Hospital volumes. For the avoidance of doubt, Pharmac makes no representation as to the size of the Health NZ Hospital market for any Tender Item, in relation to hospital supply.

(d) You acknowledge and agree that in submitting your Tender Bid you will rely on your own knowledge, skill and independent advice or assessment of the market size for any Tender Item and Pharmac is to have no liability in that regard.

1.4 Special terms

Where there are any special terms relating to a particular Tender Item, those terms are indicated in the column entitled "Comments" in the list and/or Schedule Five. Special Authority restrictions have been noted for Tender Items where applicable in the list. Further restrictions on the supply of Tender Items within the Pharmaceutical Schedule may apply. You acknowledge and agree that in submitting your Tender Bid you will rely on your own

knowledge and assessment of any restrictions applicable to a Tender Item within the Pharmaceutical Schedule.

1.5 Subsidies

(a) The level at which each Tender Item, in relation to community supply, is specified in the attached list as being subsidised per Unit as at 1 July 2026.

(b) Subsidies of Tender Items, in relation to community supply, may change before a Tender Bid is accepted.

(c) Where a "*" symbol is indicated next to the Unit Subsidy in the attached list, there is no fully funded product available, in relation to community supply, for that Tender Item as at 1 July 2026.

1.6 Alternative Brand Allowance

The Alternative Brand Allowance relating to a particular Tender Item, in relation to hospital and/or community supply, is indicated as a percentage amount in the column entitled "ABA Limit" in the attached list and is also shown in the Electronic Portal.

1.7 Tender Items subject to principal supply arrangements

Where a Tender Item is underlined in the list of products below, that item is subject to a principal supply contract as at the date of this Invitation. Accordingly, the subsidy for those items is fixed until 30 June 2027 (unless otherwise indicated) and, for items that are the subject of a principal supply contract, the listing of a new brand, in relation to community supply, could only occur after that date. This information is not available in the Electronic Portal.

1.8 Hospital only products

Where an "H" is indicated, you may submit a Tender Bid for Principal Supply Status for hospital supply for that Tender Item.

1.9 Community only Products

Where a "C" is indicated, you may submit a Tender Bid for Principal Supply Status for community supply for that Tender Item.

1.10 Community, Hospital and Ambulance Products

Where a "C" and an "H" are indicated, you may submit a Tender Bid for Principal Supply Status for community supply and/or hospital supply for that Tender Item. You may also submit a Combined Community/Hospital Tender Bid in accordance with clause 2.5 of Schedule Three.

1.11 PCTs

Where a "PCT" is indicated, you may submit a Tender Bid for Principal Supply Status for hospital supply for that Tender Item on the basis that, if Pharmac accepts your Tender Bid, the Tender Item would be listed in the Pharmaceutical Schedule subject to clause 6.6 of Schedule Four. This information is also shown in the Electronic Portal.

Where a Tender Item is indicated as being a "PCT" product, and is in a form intended to be compounded, it is the preference of Pharmac that products have post-compounding stability data greater than 48 hours.

1.12 Capsule and tablet form

Unless otherwise stated, where a Tender Item specifies either:

(a) a capsule; or

(b) a tablet,

form of the Chemical Entity, your brand of the relevant Chemical Entity for which you submit a bid may be in either tablet or capsule form, provided that:

(c) your brand of the relevant Chemical Entity is the same strength as the Tender Item; and

(d) where the Tender Item specifies both the tablet and capsule form of that Chemical Entity as separate line items, you must submit a bid for the same form and strength for each line item.

1.13 Vial and ampoule form

Unless otherwise stated, where a Tender Item specifies either:

(a) an ampoule; or

(b) a vial,

form of the Chemical Entity, your brand of the relevant Chemical Entity for which you submit a bid may be in either ampoule or vial form, provided that:

(c) your brand of the relevant Chemical Entity is the same strength as the Tender Item; and

(d) where the Tender item specifies both ampoule and vial form of that Chemical Entity as separate line items, you must submit a bid for the same form and strength for each line item.

1.14 Pack size preference

Where a Tender Item is specified as being available for a Tender Bid for Principal Supply Status for community supply, it is the preference of Pharmac that the pack size for such a Tender Item is:

(a) 30 or 90 day pack where the Tender Item is in a tablet or capsule form; or

(b) specified in the comments column in the attached list.

Notwithstanding the preference of Pharmac for Tender Items to be in pack sizes as specified above, you may submit, and Pharmac will consider and may accept, a Tender Bid for any pack size, including larger pack sizes, following its evaluation of Tender Bids under clause 5 of Schedule Three. For the avoidance of doubt, in the event of any conflict between the pack size preference in the comments column in the attached list and the pack size preference in this clause 1.14, the pack size preference in the comments column in the attached list will prevail.

1.15 Pack size for use in Health NZ Hospitals

Where a Tender Item is specified as being available for a Tender Bid for Principal Supply Status for hospital supply, it is the preference of Pharmac that the pack size for such a Tender Item is:

(a) 500 ml or less, where the Tender Item is in liquid form;

(b) 30 or 90 day pack where the Tender Item is in a tablet or capsule form; and

(c) 10 or less injections, where the Tender Item is in injection form.

Notwithstanding the preference of Health NZ Hospitals for Tender Items to be in pack sizes as specified in paragraphs (a) to (c) above, pack sizes may be specified in the comments column in the attached list or you may submit, and Pharmac will consider and may accept, a Tender Bid for any pack size, including larger pack sizes, following its evaluation of Tender Bids under clause 5 of Schedule Three. For the avoidance of doubt, Health NZ Hospitals do not have a pack (or other equivalent grouping) size preference for Medical Devices and you may submit, and Pharmac will consider and may accept, a Tender Bid for any pack size (or other equivalent grouping) following its evaluation of Tender Bids under clause 5 of Schedule Three.

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name / Line Item	Units	Cost	Unit Subsidy			ABA Limit	Comments
Acarbose							
Tab 50 mg	728,358	$90,637	$0.1244		C H	5%	
Tab 100 mg	364,421	$70,373	$0.1931		C H	5%	
Acetylcysteine							
Inj 200 mg per ml	1,693	$7,278	$4.2990		C H	5%	Units and unit subsidy shown are for inj 200 mg per ml, 10 ml ampoule.
Aciclovir							
Eye oint 3%	18,630	$65,785	$3.5311		C H	5%	Units and unit subsidy expressed as "per g".
Inj 250 mg					H	5%	
Adapalene (current access)							
Crm 0.1%					C H	5%	Same restrictions as adapalene gel 0.1% would apply. Not currently listed in the community on the Pharmacetical Schedule. Pharmac would only award a tender for current or widened access.
Gel 0.1%	1,049,070	$800,440	$0.7630#		C H	5%	Current restrictions would apply. Pharmac would only award a tender for current or widened access.
Adapalene (widened access)							
Crm 0.1%					C H	5%	Current maximum per-prescription limit would not apply. Not currently listed in the community on the Pharmaceutical Schedule. Pharmac would only award a tender for current or widened access.
Gel 0.1%					C H	5%	Current maximum per-prescription limit would not apply. Pharmac would only award a tender for current or widened access.
Adenosine							
Inj 3 mg per ml, 10 ml					C H	5%	Not currently listed in the community on the Pharmaceutical Schedule. Community supply would be funded for ambulance service use only.
Inj 3 mg per ml, 2 ml					C H	5%	Not currently listed in the community on the Pharmaceutical Schedule. Community supply would be funded for ambulance service use only.
Amikacin							
Inj 250 mg per ml, 2 ml					H	5%	Preference for a syringe. Current restrictions may apply.
Amisulpride							
Tab 100 mg	389,270	$75,779	$0.1947		C H	5%	
Tab 200 mg	542,676	$130,877	$0.2412		C H	5%	
Tab 400 mg	98,963	$57,827	$0.5843		C H	5%	
Amoxicillin clavulanate							
Grans for oral liq amoxicillin 125 mg with potassium clavulanate 31.25 mg per 5 ml	1,266,913	$107,688	$0.0850	@	C H	5%	Pharmac reserves the right to award one or more strengths of amoxicillin with clavulanic acid oral liquids. Preference for a 100 ml pack size.
Grans for oral liq amoxicillin 250 mg with potassium clavulanate 62.5 mg per 5 ml	6,880,300	$385,985	$0.0561	@	C H	5%	Pharmac reserves the right to award one or more strengths of amoxicillin with clavulanic acid oral liquids.
Inj 500 mg with clavulanic acid 100 mg					H	5%	
Inj 1,000 mg with clavulanic acid 200 mg					C H	5%	Not currently listed in the community on the Pharmaceutical Schedule. Community supply would be funded for ambulance service use only.
Ampicillin with sulbactam							
Inj 1,000 mg with sulbactam 500 mg					H	5%	Not currently listed on the Pharmaceutical Schedule. Pharmac reserves the right to award one or more presentations of ampicillin with sulbactam.

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name Line Item	Units	Cost	Unit Subsidy			ABA Limit	Comments
Ampicillin with sulbactam							
Inj 2,000 mg with sulbactam 1,000 mg					H	5%	Not currently listed on the Pharmaceutical Schedule. Pharmac reserves the right to award one or more presentations of ampicillin with sulbactam.
Inj 500 mg with sulbactam 250 mg					H	5%	Not currently listed on the Pharmaceutical Schedule. Pharmac reserves the right to award one or more presentations of ampicillin with sulbactam.
Aprepitant (current access)							
Cap 2 x 80 mg and 1 x 125 mg	72,786	$531,338	$7.3000		C H	5%	Current restrictions would apply. Pharmac would only award a tender for current or widened access.
Aprepitant (widened access)							
Cap 40 mg					C H	5%	Not currently listed on the Pharmaceutical Schedule. Widened access would be for people at risk of post-operative nausea and vomiting. Pharmac would only award a tender for aprepitant (widened access) cap 40 mg if also awarding a tender for aprepitant (widened access) cap 2 x 80 mg and 1 x 125 mg.
Cap 2 x 80 mg and 1 x 125 mg					C H	5%	Widened access would be for people at risk of post-operative nausea and vomiting. Pharmac would only award a tender for current or widened access.
Aqueous cream							
Crm (100 g or less)					H	5%	Preference for a tube pack. Preference for a sodium lauryl sulphate (SLS)-free presentation. Units are shown per gram.
Crm (greater than 100 g)	59,161,855	$195,234	$0.0033		C H	5%	Preference for a sodium lauryl sulphate (SLS)-free presentation. Units are shown per gram.
Atenolol							
Tab 50 mg	1,897,469	$41,744	$0.0220		C H	5%	
Tab 100 mg	464,434	$17,184	$0.0370		C H	5%	
Atorvastatin							
Tab 10 mg	27,262,045	$281,349	$0.0103		C H	5%	
Tab 20 mg	71,729,304	$1,164,884	$0.0162		C H	5%	
Tab 40 mg	64,836,496	$1,788,191	$0.0276		C H	5%	
Tab 80 mg	26,851,971	$1,363,093	$0.0508		C H	5%	
Atracurium besylate							
Inj 10 mg per ml, 2.5 ml				@	H	5%	
Inj 10 mg per ml, 5 ml				@	H	5%	
Atropine sulphate							
Inj 600 mcg	26,838	$43,209	$1.6100		C H	5%	
Azacitidine							
Inj 100 mg				PCT	H	5%	Current restrictions would apply.
Azithromycin							
Grans for oral liq 200 mg per 5 ml	176,905	$200,138	$1.1313		C H	5%	Current restrictions may apply.
Tab 250 mg	275	$75	$0.2730		C H	5%	
Tab 500 mg	243,134	$340,388	$1.4000		C H	5%	
Baclofen							
Inj 2 mg per ml, 5 ml	528	$25,920	$49.0910		C H	5%	Current restrictions may apply.
Tab 10 mg	5,873,347	$217,314	$0.0370		C H	5%	
Bendamustine							
Inj 25 mg				PCT	H	5%	Special Authority restrictions may apply.
Inj 100 mg				PCT	H	5%	Special Authority restrictions may apply.
Betamethasone dipropionate with calcipotriol							
Gel 500 mcg with calcipotriol 50 mcg per g	2,649,660	$1,807,068	$0.6820	+	C H	5%	

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name Line Item	Units	Cost	Unit Subsidy			ABA Limit	Comments
Betamethasone dipropionate with calcipotriol							
Oint 500 mcg with calcipotriol 50 mcg per g	1,924,170	$917,829	$0.4770	+	C H	5%	
Betamethasone valerate							
Crm 0.1%	6,034,550	$706,042	$0.1170		C H	5%	
Lotn 0.1%	533,050	$319,830	$0.6000		C H	5%	
Oint 0.1%	2,451,000	$387,258	$0.1580		C H	5%	
Scalp app 0.1%	4,642,000	$601,139	$0.1295		C H	5%	
Bezafibrate							
Tab 200 mg	638,925	$160,798	$0.2517		C H	5%	
Tab long-acting 400 mg	2,579,586	$1,852,143	$0.7180		C H	5%	
Bicalutamide							
Tab 50 mg	745,669	$111,321	$0.1493		C H	5%	
Bimatoprost							
Eye Drops 0.03%	167,742	$287,958	$1.7167		C H	5%	For products containing Benzalkonium chloride (BAK), Pharmac reserves the right to list a BAK or preservative-free product for a restricted market.
Bisacodyl							
Suppos 10 mg	251,048	$103,934	$0.4140		C H	5%	
Bosentan							
Tab 62.5 mg	44,938	$74,897	$1.6667		C H	5%	Preference for a scored tablet. Special Authority restrictions may apply.
Tab 125 mg	54,179	$90,299	$1.6667		C H	5%	Preference for a scored tablet. Special Authority restrictions may apply.
Brimonidine tartrate							
Eye Drops 0.15% - 0.2%	288,585	$297,820	$1.0320		C H	5%	For products containing Benzalkonium chloride (BAK), Pharmac reserves the right to list a BAK or preservative-free product for a restricted market. Units and unit subsidy shown are "per ml".
Brimonidine tartrate with timolol maleate							
Eye drops 0.2% with timolol maleate 0.5%	275,515	$392,884	$1.4260		C H	5%	For products containing Benzalkonium chloride (BAK), Pharmac reserves its right to list a BAK or preservative free product for a restricted market. Units and unit subsidy shown are "per ml".
Brinzolamide							
Eye drops 1%	586,040	$598,933	$1.0220		C H	5%	For products containing Benzalkonium chloride (BAK), Pharmac reserves the right to list a BAK or preservative-free product for a restricted market. Units and unit subsidy shown are "per ml".
Budesonide							
Metered aqueous nasal spray, 50 mcg per dose	12,117,800	$156,926	$0.0130		C H	5%	
Metered aqueous nasal spray, 100 mcg per dose	54,601,400	$788,990	$0.0145		C H	5%	
Buspirone hydrochloride							
Tab 5 mg	1,222,632	$170,557	$0.1395		C H	5%	
Tab 10 mg	799,950	$99,994	$0.1250		C H	5%	
Cabergoline							
Tab 0.5 mg (2 pack)	100,247	$222,047	$2.2150		C H	5%	Current Special Authority restrictions would apply. Units and cost shown are for the whole tab 0.5 mg market.
Tab 0.5 mg (8 pack)	100,247	$224,804	$2.2425		C H	5%	Current Special Authority restrictions would apply. Units and cost shown are for the whole tab 0.5 mg market.

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name / Line Item	Units	Cost	Unit Subsidy		ABA Limit	Comments
Calamine						
Crm, aqueous	6,393,331	$220,570	$0.0345	C H	5%	Preference for a pack size of 100 g or similar. Pharmac would only award a tender to a Medsafe approved product. Pharmac reserves the right to award tenders for one or more calamine presentation.
Lotn				C H	5%	Not currently listed on the Pharmaceutical Schedule. Preference for a pack size of 100 g or similar. Pharmac would only award a tender to a Medsafe approved product. Pharmac reserves the right to award tenders for one or more calamine presentation.
Calcium gluconate						
Inj	884	$2,829	$3.2000	C H	5%	Currently listed as inj 10%.
Calcium polystyrene sulphonate						
Powder	1,003,200	$567,982	$0.5662	C H	5%	
Candesartan						
Tab 4 mg	20,787,142	$619,041	$0.0298	C H	5%	
Tab 8 mg	27,371,902	$812,124	$0.0297	C H	5%	
Tab 16 mg	24,020,306	$1,126,312	$0.0469	C H	5%	
Tab 32 mg	14,632,072	$851,879	$0.0582	C H	5%	
Carbetocin						
Inj 100 mcg per ml				C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions would apply.
Carbomer						
Opthalmic gel 0.2%				C H	5%	Not currently listed in the community on the Pharmaceutical Schedule. Restrictions would apply. Requirement for a preservative-free product.
Carboplatin						
Inj 10 mg per ml, 45 ml				PCT H	5%	
Cefepime						
Inj 1 g				H	5%	Current restrictions may apply.
Inj 2 g				H	5%	Current restrictions may apply.
Cetomacrogol						
Crm	74,901,409	$343,048	$0.0046	C H	5%	
Crm (100 g or less)				H	5%	Preference for a tube pack.
Chlorhexidine gluconate						
Mouthwash 0.2%				H	5%	Preference for alcohol free product.
Cinacalcet (current access)						
Tab 30 mg	482,212	$434,680	$0.9014	C H	5%	Current restrictions would apply. Pharmac would only award a tender for current access or widened access.
Tab 60 mg	78,978	$142,358	$1.8025	C H	5%	Current restrictions would apply. Pharmac would only award a tender for current access or widened access.
Tab 90 mg				C H	5%	Not currently listed on the Pharmaceutical Schedule. Same restrictions as current cinacalcet tab 30 mg and tab 60 mg would apply. Pharmac would only award a tender for current access or widened access.
Cinacalcet (widened access)						
Tab 30 mg				C H	5%	Widening access would remove the serum calcium level requirement and the requirement to try first-line treatments before access. Pharmac would only award a tender for either current access or widened access.

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name / Line Item	Units	Cost	Unit Subsidy			ABA Limit	Comments
Cinacalcet (widened access)							
Tab 60 mg					C H	5%	Widening access would remove the serum calcium level requirement and the requirement to try first-line treatments before access. Pharmac would only award a tender for either current access or widened access.
Tab 90 mg					C H	5%	Widening access would remove the serum calcium level requirement and the requirement to try first-line treatments before access. Pharmac would only award a tender for either current access or widened access.
Ciprofloxacin							
Eye drops 0.3%	129,320	$280,624	$2.1700		C H	5%	Current restrictions may apply. Aggregated tender bids cannot be made across eye drops and inj.
Inj 2 mg per ml, 100 ml bag					H	5%	Aggregated tender bids cannot be made across eye drops and inj.
Inj 2 mg per ml, 100 ml bottle					H	5%	Aggregated tender bids cannot be made across eye drops and inj.
Cisplatin							
Inj 1 mg per ml, 100 ml				PCT	H	5%	
Clindamycin							
Cap 150 mg					H	5%	
Vaginal crm 2%					C H	5%	Not currently listed on the Pharmaceutical Schedule.
Clobazam							
Liq					C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions may apply.
Clomipramine hydrochloride							
Tab 25 mg	1,592,111	$540,999	$0.3398		C H	5%	
Clonidine							
Inj 150 mcg per ml, 1 ml	25,072	$70,703	$2.8200		C H	5%	
Tab 150 mcg	954,925	$385,885	$0.4041		C H	5%	
Crotamiton							
Crm 10%	1,081,180	$188,666	$0.1745		C H	5%	
Cyclizine hydrochloride							
Tab 50 mg	4,102,335	$270,754	$0.0660		C H	5%	
Cyclophosphamide							
Inj 1 g				PCT	H	5%	
Inj 2 g				PCT	H	5%	
Tab 50 mg	67,275	$195,098	$2.9000	PCT	C H	5%	
Cyproterone acetate							
Tab 50 mg	698,220	$238,093	$0.3410		C H	5%	
Tab 100 mg	25,078	$15,548	$0.6200		C H	5%	
Cyproterone acetate with ethinyloestradiol							
Tab 2 mg with ethinyloestradiol 35 mcg and 7 inert tablets	7,382,368	$223,243	$0.0302		C H	5%	
Dasatinib							
Tab 20 mg	2,406	$5,328	$2.2147		C H	5%	Current restrictions would apply.
Tab 50 mg	77,064	$390,624	$5.0688		C H	5%	Current restrictions would apply.
Tab 70 mg	12,199	$84,529	$6.9292		C H	5%	Current restrictions would apply.
Dexamethasone							
Tab 0.5 mg - 1 mg	508,225	$30,494	$0.0600		C H	5%	Units and prices shown are for tab 0.5 mg. Preference for 1 mg tablets to be scored.
Tab 4 mg	1,001,053	$106,112	$0.1060		C H	5%	
Diclofenac sodium							
Tab EC 25 mg	476,096	$20,853	$0.0438		C H	5%	

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name / Line Item	Units	Cost	Unit Subsidy		ABA Limit	Comments
Diclofenac sodium						
Tab EC 50 mg	1,678,378	$73,513	$0.0438	C H	5%	
Diltiazem hydrochloride						
Cap long-acting 180 mg	4,886,492	$1,140,165	$0.2333	C H	5%	
Cap long-acting 240 mg	3,514,223	$1,089,409	$0.3100	C H	5%	
Dobutamine						
Inj 12.5 mg per ml, 20 ml				H	5%	
Dopamine						
Inj 40 mg per ml, 5 ml				H	5%	
Dorzolamide hydrochloride with timolol maleate						
Eye drops 2% with timolol maleate 0.5%	401,348	$287,365	$0.7160	C H	5%	For products containing Benzalkonium chloride (BAK), Pharmac reserves the right to list a BAK or preservative-free product for a restricted market. Units and unit subsidy shown are "per ml".
Econazole nitrate						
Crm 1%	107,520	$43,223	$0.4020	C H	5%	
Efavirenz with emtricitabine and tenofovir disoproxil						
Tab 600 mg with emtricitabine 200 mg and tenofovir disoproxil 245 mg	84,067	$299,503	$3.5627	C H	5%	Current restrictions would apply. Pharmac would consider bids for products with any appropriate salt and presentation.
Entacapone						
Tab 200 mg	825,537	$113,346	$0.1373	C H	5%	Longer transition periods may apply to this product.
Eplerenone						
Tab 25 mg	452,576	$238,960	$0.5280	C H	5%	Current restrictions would apply.
Tab 50 mg	50,862	$42,385	$0.8333	C H	5%	Current restrictions would apply.
Felodipine						
Tab long-acting 2.5 mg	12,072,646	$877,319	$0.0727	C H	5%	
Tab long-acting 5 mg	18,987,707	$1,386,103	$0.0730	C H	5%	
Tab long-acting 10 mg	12,722,657	$982,444	$0.0772	C H	5%	
Fentanyl						
Patches 12.5 mcg per hour	6,250	$7,525	$1.2040	C H	5%	Currently listed as 'patches 12 mcg per hour'.
Patches 25 mcg per hour	117,594	$162,515	$1.3820	C H	5%	
Patches 50 mcg per hour	48,294	$89,634	$1.8560	C H	5%	
Patches 75 mcg per hour	13,971	$43,310	$3.1000	C H	5%	
Patches 100 mcg per hour	15,100	$49,437	$3.2740	C H	5%	
Inj 10 mcg per ml, 10 ml syringe			$8.9000	C H	5%	Not currently listed in the community on the Pharmaceutical Schedule. Community supply would be funded for ambulance service use only.
Inj 20 mcg per ml, 50 ml prefilled syringe				H	5%	
Inj 50 mcg per ml, 2 ml	317,849	$135,086	$0.4250	C H	5%	
Inj 50 mcg per ml, 10 ml	47,022	$44,248	$0.9410	C H	5%	
Ferrous fumarate						
Tab 200 mg	28,837,151	$1,006,417	$0.0349	C H	5%	
Ferrous fumarate with folic acid						
Tab 310 mg with folic acid 350 mcg	2,016,619	$120,594	$0.0598	C H	5%	
Ferrous sulfate						
Tab long-acting 325 mg	2,965,670			C H	5%	Not currently listed on the Pharmaceutical Schedule. Pharmac would consider awarding bids for any appropriate long-acting tablet presentation that is cost-neutral.
Fexofenadine hydrochloride						
Tab 120 mg	1,149,350	$133,704	$0.1163	C H	5%	
Tab 180 mg	3,992,687	$545,680	$0.1367	C H	5%	

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name Line Item	Units	Cost	Unit Subsidy		ABA Limit	Comments
Fibre supplement						
Powder/granules	117,549,000	$5,195,666	$0.0442#	C H	5%	Units and subsidy shown as per the ispaghula (psyllium) husk 500 g currently listed and expressed as 'per g'. Requirement for a Medsafe approved product. Preference for a product containing psyllium husk.
Filgrastim						
Inj 300 mcg per 0.5 ml prefilled syringe	25,789	$223,333	$8.6600	C H	5%	Longer transition periods may apply to this product. Special Authority restrictions may apply.
Inj 480 mcg per 0.5 ml prefilled syringe	10,791	$144,297	$13.3720	C H	5%	Longer transition periods may apply to this product. Special Authority restrictions may apply.
Flecainide acetate						
Tab 50 mg	423,336	$140,759	$0.3325	C H	5%	
Flucloxacillin						
Grans for oral liq 25 mg per ml	264,934	$12,955	$0.0489	C H	5%	Pharmac would consider bids for products with any appropriate salt.
Grans for oral liq 50 mg per ml	3,433,577	$202,238	$0.0589	C H	5%	Pharmac would consider bids for products with any appropriate salt.
Flucloxacillin sodium						
Cap 250 mg	364,885	$32,956	$0.0903	C H	5%	
Cap 500 mg	13,749,099	$1,999,394	$0.1454	C H	5%	
Fluconazole						
Inj 2 mg per ml (greater than or equal to 100 ml)				H	5%	Currently listed as a 100 ml vial.
Inj 2 mg per ml (less than 100 ml)				H	5%	Currently listed as a 50 ml vial.
Fludarabine phosphate						
Tab 10 mg	1,372	$28,263	$20.6000	PCT C H	5%	Preference for a blister pack.
Flumazenil						
Inj 0.1 mg per ml, 5 ml				H	5%	
Fluorouracil						
Inj 50 mg per ml, 100 ml				PCT H	5%	
Inj 50 mg per ml, 20 ml				PCT H	5%	
Fluorouracil sodium						
Crm 5%	2,469,700	$686,577	$0.2780	C H	5%	
Folic acid						
Tab 5 mg	6,299,056	$366,605	$0.0582	C H	5%	
Fosfomycin						
Powder	1,883	$35,212	$18.7000	C H	5%	Current restrictions would apply.
Furosemide						
Tab 40 mg	33,767,988	$432,230	$0.0128	C H	5%	
Fusidic acid						
Crm 2 %	313,470	$105,953	$0.3380	C H	5%	Preference for a pack size of 10 g or less.
Oint 2 %	341,570	$115,451	$0.3380	C H	5%	Preference for a pack size of 10 g or less.
Glipizide						
Tab 5 mg	7,510,000	$515,186	$0.0686	C H	5%	
Glyceryl trinitrate						
Inj 1 mg per ml, 50 ml				H	5%	
Hydralazine hydrochloride						
Tab 25 mg	99,352			C H	5%	
Hydrocortisone						
Powder	40,885	$81,688	$1.9980	C H	5%	Current restrictions may apply. Pharmac would only award a tender to a Medsafe approved product.
Inj 50 mg per ml	6,504	$25,756	$3.9600	C H	5%	Units and unit subsidy shown are for inj 100 mg vial.

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name / Line Item	Units	Cost	Unit Subsidy		ABA Limit	Comments
Hydrocortisone with miconazole						
Crm 1% with miconazole nitrate 2%	7,257,960	$1,379,012	$0.1900	C H	5%	Preference for pack size of 50 g or less.
Hydroxocobalamin						
Inj 1 mg per ml	502,207	$661,241	$1.3167	C H	5%	A 10% strength variation (plus or minus) would be considered.
Hydroxychloroquine sulphate						
Tab 200 mg	5,080,654	$396,291	$0.0780	C H	5%	
Hyoscine (Scopolamine)						
Patch 1 mg per 72 hours	53,236	$471,139	$8.8500	C H	5%	Patches containing hyoscine base or alternative salts with a release profile of 1 mg per 72 hours will be considered. Preference for a pack size of less than 10 patches.
Hyoscine N-butylbromide						
Tab 10 mg	5,939,823	$668,230	$0.1125	C H	5%	
Ibuprofen						
Oral liq 20 mg per ml	72,896,535	$1,038,776	$0.0143	C H	5%	Preference for a 200 ml bottle pack or similar. Preference for a product with a child-resistant-cap (CRC).
Tab long-acting 800 mg	10,736,687	$1,306,333	$0.1217	C H	5%	
Iloprost						
Inj 50 mcg per ml, 0.5 ml				H	5%	
Imipenem with cilastatin						
Inj 500 mg with cilastatin 500 mg				H	5%	Current restriction may apply.
Isoniazid						
Tab 100 mg	114,969	$376,420	$3.2741	C H	5%	Current restrictions may apply.
Isoniazid with rifampicin						
Tab 100 mg with rifampicin 150 mg	12,594	$11,312	$0.8982	C H	5%	Current restrictions may apply.
Tab 150 mg with rifampicin 300 mg	139,706	$250,255	$1.7913	C H	5%	Current restrictions may apply.
Isotretinoin						
Cap 5 mg	1,073,358	$201,437	$0.1877	C H	5%	Preference for patient and clinician support information on appropriate use to be available on the supplier's website. Preference for a blister pack. Special Authority restrictions may apply.
Cap 10 mg	3,158,925	$493,582	$0.1563	C H	5%	Preference for patient and clinician support information on appropriate use to be available on the supplier's website. Preference for a blister pack. Special Authority restrictions may apply.
Cap 20 mg	824,360	$183,626	$0.2228	C H	5%	Preference for patient and clinician support information on appropriate use to be available on the supplier's website. Preference for a blister pack. Special Authority restrictions may apply.
Lacosamide						
Oral liq				C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions may apply.
Lansoprazole						
Cap 15 mg	2,004,585	$80,985	$0.0404	C H	5%	
Cap 30 mg	3,638,933	$197,594	$0.0543	C H	5%	
Latanoprost						
Eye drops 50 mcg per ml	867,795	$722,005	$0.8320	C H	5%	For products containing Benzalkonium chloride (BAK), Pharmac reserves the right to list a BAK or preservative-free product for a restricted market. Units and unit subsidy shown are "per ml".
Letrozole						
Tab 2.5 mg	2,588,007	$402,875	$0.1557	C H	5%	

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name Line Item	Units	Cost	Unit Subsidy		ABA Limit	Comments
Levodopa with carbidopa						
Tab 100 mg with carbidopa 25 mg	11,986,519	$3,175,229	$0.2649	C H	5%	Preference for a scored tablet. Longer transition periods may apply to this product.
Tab 250 mg with carbidopa 25 mg	443,235	$175,034	$0.3949	C H	5%	Preference for a scored tablet. Longer transition periods may apply to this product.
Tab long-acting 200 mg with carbidopa 50 mg	1,788,208	$804,515	$0.4499	C H	5%	Preference for a scored tablet. Longer transition periods may apply to this product.
Levodopa with carbidopa and entacapone						
Tab 150 mg with carbidopa 37.5 mg and entacapone 200 mg	73,203	$32,912	$0.4496	C H	5%	Longer transition periods may apply to this product.
Tab 200 mg with carbidopa 50 mg and entacapone 200 mg	100,568	$51,521	$0.5123	C H	5%	Longer transition periods may apply to this product.
Tab 50 mg with carbidopa 12.5 mg and entacapone 200 mg	9,219	$2,490	$0.2701	C H	5%	Longer transition periods may apply to this product.
Tab 100 mg with carbidopa 25 mg and entacapone 200 mg	117,878	$40,291	$0.3418	C H	5%	Longer transition periods may apply to this product.
Levosimendan						
Inj 2.5 mg per ml, 5 ml				H	5%	
Lidocaine [Lignocaine] with prilocaine (current access)						
Crm 2.5% with prilocaine 2.5%, 30 g	8,610	$12,915	$1.5000	C H	5%	Current restrictions would apply. Pharmac would only award a tender for current or widened access.
Crm 2.5% with prilocaine 2.5%, 5 g	6,037	$54,333	$9.0000	C H	5%	Current restrictions would apply. Pharmac would only award a tender for current or widened access.
Lidocaine [Lignocaine] with prilocaine (widened access)						
Crm 2.5% with prilocaine 2.5%, 30 g				C H	5%	Restrictions would not apply. Pharmac would only award a tender for current or widened access.
Crm 2.5% with prilocaine 2.5%, 5 g				C H	5%	Restrictions would not apply. Pharmac would only award a tender for current or widened access.
Linezolid						
Inj 2 mg per ml, 300 ml				H	5%	Current restrictions may apply.
Linezolid (current access)						
Tab 600 mg	2,103	$40,915	$19.4600	C H	5%	Current restrictions would apply. Pharmac would only award a tender for current or widened access.
Linezolid (widened access)						
Tab 600 mg				C H	5%	Widened access would be for community treatment of complex Gram positive infections. Pharmac would only award a tender for current or widened access.
Lithium carbonate						
Tab long-acting 400 mg	2,545,307	$2,107,514	$0.8280	C H	5%	Preference for a scored tablet. Longer transition periods may apply to this product.
Lopinavir with ritonavir						
Tab 200 mg with ritonavir 50 mg	9,312	$67,900	$7.2917	C H	5%	Special Authority restrictions may apply.
Loratadine						
Oral liq 1 mg per ml	18,025,336	$385,742	$0.0214	C H	5%	
Lorazepam						
Tab 1 mg	8,461,724	$345,238	$0.0408	C H	5%	Preference for a scored tablet.
Tab 2.5 mg	317,446	$41,681	$0.1313	C H	5%	
Macrogol 3350						
Powder for oral soln (electrolyte-free)				C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions may apply.
Macrogol 3350 with potassium chloride and sodium chloride						
Powder for oral soln 755.68 mg with potassium chloride 10.55 mg, sodium chloride 37.33 mg and sodium sulphate 80.62 mg per g, 210 g sachet				H	5%	

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name / Line Item	Units	Cost	Unit Subsidy		ABA Limit	Comments
Macrogol 3350 with potassium chloride and sodium chloride						
Powder for oral soln 755.68 mg with potassium chloride 10.55 mg, sodium chloride 37.33 mg and sodium sulphate 80.62 mg per g, 70 g sachet				H	5%	
Malathion (funded with restriction)						
0.5%				C H	5%	Restricted to scabies hyper-infestation or for second line treatment where topical therapy has failed. Not currently listed in the community on the Pharmaceutical Schedule. Pharmac would only award a tender for malathion funded with or without restriction.
Malathion (funded without restriction)						
0.5%				C H	5%	Restrictions would not apply. Not currently listed in the community on the Pharmaceutical Schedule. Pharmac would only award a tender for malathion funded with or without restriction.
Mebendazole						
Tab 100 mg	194,651	$168,048	$0.8633	C H	5%	
Melatonin						
Oral liq				C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions may apply. Pharmac would consider awarding a product that is cost neutral to melatonin tab modified-release 2 mg.
Tab modified-release 2 mg	12,572,663	$2,430,673	$0.1933	C H	5%	Current restrictions may apply.
Meloxicam						
Tab 15 mg				C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions may apply.
Tab 7.5 mg				C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions may apply.
Mesalazine						
Tab 1,600 mg	5,577	$7,947	$1.4250	C H	5%	Longer transition periods may apply to this product.
Tab 800 mg	2,929,775	$2,783,286	$0.9500	C H	5%	Longer transition periods may apply to this product.
Tab EC 400 mg	737,160	$388,284	$0.5267	C H	5%	Enteric-coated (EC) tablet required. Longer transition periods may apply to this product.
Metformin hydrochloride						
Tab modified-release 1,000 mg				C H	5%	Not currently listed on the Pharmaceutical Schedule.
Tab modified-release 500 mg				C H	5%	Not currently listed on the Pharmaceutical Schedule.
Methadone hydrochloride						
Oral liq 2 mg per ml	524,788	$20,467	$0.0390	C H	5%	Preference for excipient free product
Oral liq 5 mg per ml	15,895,035	$619,906	$0.0390	C H	5%	Preference for excipient free product
Oral liq 10 mg per ml	2,331,213	$112,481	$0.0483	C H	5%	Preference for excipient free product
Methotrexate						
Tab 2.5 mg	1,144,953	$99,233	$0.0867	PCT C H	5%	
Tab 10 mg	1,742,128	$511,018	$0.2933	PCT C H	5%	
Inj 7.5 mg prefilled syringe	2,231	$65,078	$29.1700	C H	5%	
Inj 10 mg prefilled syringe	15,286	$291,810	$19.0900	C H	5%	
Inj 15 mg prefilled syringe	17,204	$422,014	$24.5300	C H	5%	
Inj 20 mg prefilled syringe	29,103	$484,274	$16.6400	C H	5%	
Inj 25 mg prefilled syringe	8,710	$180,471	$20.7200	C H	5%	
Inj 30 mg prefilled syringe	443	$24,365	$55.0000	C H	5%	
Miconazole						
Oral gel 20 mg per g	351,320	$45,584	$0.1298	C H	5%	Preference for a product that includes an appropriate measuring device.

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name / Line Item	Units	Cost	Unit Subsidy			ABA Limit	Comments
Midazolam							
Inj 1 mg per ml, 5 ml glass ampoule					C H	5%	Community supply would be funded for ambulance service use only.
Inj 5 mg per ml, 3 ml glass ampoule					C H	5%	Community supply would be funded for ambulance service use only.
Midodrine							
Tab 2.5 mg	1,016,859	$372,984	$0.3668		C H	5%	Special Authority restrictions may apply.
Tab 5 mg	783,776	$461,487	$0.5888		C H	5%	Special Authority restrictions may apply.
Milrinone							
Inj 1 mg per ml, 10 ml					H	5%	
Mitomycin C							
Inj 2 mg - 5 mg		$68,959	$526.0000	PCT	C H	5%	Preference for products where stability data >48 hours post-compounding.
Moclobemide							
Tab 150 mg	596,728	$234,711	$0.3933		C H	5%	
Tab 300 mg	174,614	$112,045	$0.6417		C H	5%	
Modafinil							
Tab 100 mg	182,160	$86,648	$0.4757		C H	5%	Special Authority restrictions may apply.
Mometasone furoate							
Crm 0.1% (pack size 30 g or less)	4,704,040	$363,719	$0.0773		C H	5%	Units shown are for the whole crm 0.1% market. Unit subsidy and cost shown are weighted based on pack size and usage.
Crm 0.1% (pack size greater than 30 g)	4,187,455	$323,776	$0.0773		C H	5%	Units shown are for the whole crm 0.1% market. Unit subsidy and cost shown are weighted based on pack size and usage.
Lotn 0.1% (pack size 30 ml or less)	740,520	$123,171	$0.1663		C H	5%	
Oint 0.1% (pack size 30 g or less)	3,625,885	$291,446	$0.0804		C H	5%	Units shown are for the whole oint 0.1% market. Unit subsidy and cost shown are weighted based on pack size and usage.
Oint 0.1% (pack size greater than 30 g)	3,625,885	$291,446	$0.0804		C H	5%	Units shown are for the whole oint 0.1% market. Unit subsidy and cost shown are weighted based on pack size and usage.
Nadolol							
Tab 40 mg	2,026,679	$388,920	$0.1919		C H	5%	
Tab 80 mg	341,773	$103,865	$0.3039		C H	5%	
Naloxone hydrochloride							
Inj 400 mcg per ml, 1 ml	13,303	$35,359	$2.6580		C H	5%	Preference for a pack size of 5 vials/ampoules or less
Nanoparticle albumin-bound paclitaxel							
Inj 100 mg vial					C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions may apply.
Naproxen							
Tab 250 mg	3,697,017	$290,068	$0.0785		C H	5%	
Tab 500 mg	5,462,674	$752,756	$0.1378		C H	5%	
Tab long-acting 750 mg	923,665	$343,077	$0.3714		C H	5%	
Tab long-acting 1,000 mg	887,061	$364,325	$0.4107		C H	5%	
Nefopam hydrochloride							
Tab 30 mg	1,281,385	$333,160	$0.2600		C H	5%	
Neostigmine metisulfate							
Inj 2.5 mg per ml, 1 ml	2,395	$11,556	$4.8250		C H	5%	
Nevirapine							
Tab 200 mg	43,546	$143,883	$3.3042		C H	5%	
Nilotinib							
Cap 150 mg	52,128	$2,032,992	$39.0000#	+	C H	5%	
Cap 200 mg	42,370	$2,306,340	$54.4333#	+	C H	5%	
Nitrofurantoin							
Tab 50 mg	771,411	$171,253	$0.2220		C H	5%	
Tab 100 mg	18,034	$6,763	$0.3750		C H	5%	

Principal Sole Supply

#=rebate *=part charge @=ASP +=patent

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name Line Item	Units	Cost	Unit Subsidy		ABA Limit	Comments
Ocular NSAID						
Eye drops	1,841,305	$340,086	$0.1847	C H	5%	Units and unit subsidy shown for the currently listed diclofenac sodium eye drops 0.1%, single dose. Preference for a multidose product. Pharmac would award the whole ocular NSAID market to one NSAID eye drop.
Oil in water emulsion						
Crm (pack size 100 g or less)				H	5%	
Crm (pack size greater than 100 g)	130,177,961	$546,747	$0.0042	C H	5%	
Ornidazole						
Tab 500 mg	71,788	$262,169	$3.6520	C H	5%	
Orphenadrine citrate						
Tab 100 mg	11,366,148	$2,642,629	$0.2325	C H	5%	
Oxycodone hydrochloride						
Tab controlled-release 5 mg	1,364,173	$169,839	$0.1245	C H	5%	Preference for a product with child-resistant packaging.
Tab controlled-release 10 mg	1,562,958	$194,588	$0.1245	C H	5%	Preference for a product with child-resistant packaging.
Tab controlled-release 20 mg	900,473	$153,531	$0.1705	C H	5%	Preference for a product with child-resistant packaging.
Tab controlled-release 40 mg	191,370	$63,822	$0.3335	C H	5%	Preference for a product with child-resistant packaging.
Tab controlled-release 80 mg	43,838	$28,473	$0.6495	C H	5%	Preference for a product with child-resistant packaging.
Inj 10 mg per ml, 1 ml	154,018	$134,612	$0.8740	C H	5%	
Inj 10 mg per ml, 2 ml	20,332	$35,052	$1.7240	C H	5%	
Inj 50 mg per ml	29,588	$88,172	$2.9800	C H	5%	
Parecoxib						
Inj 40 mg				C H	5%	Not currently listed in the community on the Pharmaceutical Schedule. Community supply would be funded for ambulance service use only.
Pazopanib						
Tab 200 mg	11,796	$67,976	$5.7627	C H	5%	
Tab 400 mg	15,142	$234,196	$15.4667	C H	5%	
Pemetrexed						
Inj 100 mg				PCT H	5%	
Inj 500 mg				PCT H	5%	
Pentamidine						
Inj 300 mg				H	5%	
Perindopril						
Tab 2 mg - 2.5 mg	10,369,977	$618,777	$0.0597	C H	5%	Currently listed as tab 2 mg. Units and subsidy shown are per tab. Pharmac would consider bids for products with any appropriate salt. Preference for a product with arginine salt. Preference for the same salt across all strengths.
Tab 4 mg - 5 mg	15,481,106	$1,259,078	$0.0813	C H	5%	Currently listed as tab 4 mg. Units and subsidy shown are per tab. Pharmac would consider bids for products with any appropriate salt. Preference for a product with arginine salt. Preference for the same salt across all strengths.
Tab 8 mg - 10 mg	10,178,293	$1,336,715	$0.1313	C H	5%	Currently listed as tab 8 mg. Units and subsidy shown are per tab. Pharmac would consider bids for products with any appropriate salt. Preference for a product with arginine salt. Preference for the same salt across all strengths.
Phenoxymethylpenicillin (Penicillin V)						
Cap 250 mg	246,293	$37,831	$0.1536	C H	5%	
Cap 500 mg	1,218,261	$334,291	$0.2744	C H	5%	

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name / Line Item	Units	Cost	Unit Subsidy		ABA Limit	Comments
Phenylephrine hydrochloride						
Inj 10 mg per ml, 1 ml				H	5%	
Pioglitazone						
Tab 15 mg	617,316	$42,181	$0.0683	C H	5%	
Tab 30 mg	392,827	$31,646	$0.0806	C H	5%	
Tab 45 mg	166,642	$22,218	$0.1333	C H	5%	
Prednisolone (current access)						
Oral liq 5 mg per ml	2,763,720	$552,744	$0.2000	C H	5%	Current restrictions would apply. Units and unit subsidy shown are per ml. Preference for a pack size less than 50 ml and for a product with a dosing device.
Prednisolone (widened access)						
Oral liq 5 mg per ml				C H	5%	Restrictions would not apply. Preference for a pack size less than 50 ml and for a product with a dosing device.
Pregnancy tests - HCG urine						
Cassette	365,240	$146,096	$0.4000	C H	5%	Current restrictions would apply. Pharmac reserves the right to award one or more of the tender items for pregnancy tests - HCG urine.
Dipstick				C H	5%	Not currently listed on the Pharmaceutical Schedule. Current restrictions on 'pregnancy tests - HCG urine cassette' would apply. Pharmac reserves the right to award one or more of the tender items for pregnancy tests - HCG urine.
Midstream				C H	5%	Not currently listed on the Pharmaceutical Schedule. Current restrictions on 'pregnancy tests - HCG urine cassette' would apply. Pharmac reserves the right to award one or more of the tender items for pregnancy tests - HCG urine.
Prucalopride succinate						
Tab 1 mg				C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions may apply.
Tab 2 mg				C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions may apply.
Quinapril						
Tab 5 mg	5,068,196	$576,659	$0.1138	C H	5%	
Tab 10 mg	10,413,541	$1,447,482	$0.1390	C H	5%	
Tab 20 mg	21,749,453	$3,583,875	$0.1648	C H	5%	
Ramipril						
Cap 1.25 mg	706,708	$135,455	$0.1917	C H	5%	
Cap 2.5 mg	1,469,481	$269,400	$0.1833	C H	5%	
Cap 5 mg	1,662,882	$311,890	$0.1876	C H	5%	
Cap 10 mg	789,280	$154,612	$0.1959	C H	5%	
Rifampicin with isoniazid and pyrazinamide						
Tab/Cap				C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions may apply. Pharmac would award a tender for any oral formulation of this combination.
Rifaximin						
Tab 200 mg - 550 mg	250,183	$2,792,222	$11.1607	C H	5%	Tab 550 mg is currently listed on the Pharmaceutical Schedule. Units shown are for tab 550 mg.
Riluzole						
Tab 50 mg	107,174	$223,918	$2.0893	C H	5%	Special Authority restrictions may apply.
Ritonavir						
Tab 100 mg	83,282	$120,232	$1.4437	C H	5%	Current restrictions may apply.
Rivastigmine						
Patch 4.6 mg per 24 hour	109,965	$181,076	$1.6467	C H	5%	Special Authority restrictions may apply.
Patch 9.5 mg per 24 hour	106,020	$174,580	$1.6467	C H	5%	Special Authority restrictions may apply.

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name Line Item	Units	Cost	Unit Subsidy		ABA Limit	Comments
Salbutamol						
Oral liq 400 mcg per ml	357,251	$119,082	$0.3333	C H	5%	Preference for a pack size of 200 ml or less.
Sevelamer carbonate						
Tab 800 mg				C H	5%	Not currently listed on the Pharmaceutical Schedule.
Sildenafil						
Tab 25 mg	250,387	$45,070	$0.1800	C H	5%	Special Authority restrictions may apply.
Tab 50 mg	333,364	$120,844	$0.3625	C H	5%	Special Authority restrictions may apply.
Tab 100 mg	26,685	$24,950	$0.9350	C H	5%	Special Authority restrictions may apply.
Sitagliptin						
Tab 50 mg				C H	5%	Not currently listed on the Pharmaceutical Schedule.
Sitagliptin with metformin hydrochloride						
Tab 50 mg with 1,000 mg metformin hydrochloride				C H	5%	Not currently listed on the Pharmaceutical Schedule.
Tab 50 mg with 850 mg metformin hydrochloride				C H	5%	Not currently listed on the Pharmaceutical Schedule.
Sodium bicarbonate						
Inj 8.4%, 10 ml vial				H	5%	
Inj 8.4%, 50 ml vial	3,326	$82,152	$24.7000	C H	5%	
Inj 8.4%, 100 ml vial	2,308	$58,415	$25.3100	C H	5%	
Sodium hyaluronate [hyaluronic acid]						
Eye drops 0.1% - 0.3%	1,555,630	$2,112,546	$1.3580	C H	5%	Special Authority restrictions may apply. Preference for a preservative-free product. For products containing Benzalkonium chloride (BAK), Pharmac reserves the right to list a BAK or preservative-free product for a restricted market. Pharmac also reserves the right to award one or more strengths of sodium hyaluronate [hyaluronic acid] eye drops.
Sodium picosulfate						
Oral soln 7.5 mg per ml	536,730	$132,395	$0.2467	C H	5%	Current restrictions would apply.
Solifenacin succinate						
Tab 5 mg	7,711,562	$501,251	$0.0650	C H	5%	
Tab 10 mg	1,848,204	$217,478	$0.1177	C H	5%	
Somatropin (current access)						
Inj 10 mg per ml or greater	4,392	$612,684	$139.5000	C H	5%	Longer transition periods may apply to this product. Pharmac reserves the right to award one or more presentations of somatropin. Preference for suppliers who can provide multiple presentations of somatropin. Current restrictions would apply. Refer to Schedule 5 for additional Special Terms.
Inj 5.5 mg per ml or less	3,093	$248,090	$80.2100	C H	5%	Longer transition periods may apply to this product. Pharmac reserves the right to award one or more presentations of somatropin. Preference for suppliers who can provide multiple presentations of somatropin. Current restrictions would apply. Refer to Schedule 5 for additional Special Terms.
Inj 5.6 mg per ml - 9.9 mg per ml	7,346	$589,223	$80.2100	C H	5%	Longer transition periods may apply to this product. Pharmac reserves the right to award one or more presentations of somatropin. Preference for suppliers who can provide multiple presentations of somatropin. Current restrictions would apply. Refer to Schedule 5 for additional Special Terms.

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name Line Item	Units	Cost	Unit Subsidy		ABA Limit	Comments
Somatropin (widened access)						
Inj 10 mg per ml or greater				C H	5%	Longer transition periods may apply to this product. Pharmac reserves the right to award one or more presentations of somatropin. Preference for suppliers who can provide multiple presentations of somatropin. Reduced restrictions would apply. Refer to Schedule 5 for additional Special Terms.
Inj 5.5 mg per ml or less				C H	5%	Longer transition periods may apply to this product. Pharmac reserves the right to award one or more presentations of somatropin. Preference for suppliers who can provide multiple presentations of somatropin. Reduced restrictions would apply. Refer to Schedule 5 for additional Special Terms.
Inj 5.6 mg per ml - 9.9 mg per ml				C H	5%	Longer transition periods may apply to this product. Pharmac reserves the right to award one or more presentations of somatropin. Preference for suppliers who can provide multiple presentations of somatropin. Reduced restrictions would apply. Refer to Schedule 5 for additional Special Terms.
Sugammadex (current access)						
Inj 100 mg per ml, 2 ml				H	5%	Current restrictions would apply. Pharmac would only award a tender for current or widened access.
Inj 100 mg per ml, 5 ml				H	5%	Current restrictions would apply. Pharmac would only award a tender for current or widened access.
Sugammadex (widened access)						
Inj 100 mg per ml, 2 ml				H	5%	Restrictions would not apply. Pharmac would only award a tender for current or widened access.
Inj 100 mg per ml, 5 ml				H	5%	Restrictions would not apply. Pharmac would only award a tender for current or widened access.
Sulfadiazine silver						
Topical 1%	357,400	$77,198	$0.2160	C H	5%	Current restrictions apply. Pharmac would award a tender for any topical formulation.
Sulfadiazine silver with cerium nitrate						
Topical				C H	5%	Not currently listed on the Pharmaceutical Schedule. Same restrictions as sulfadiazine silver would apply. Pharmac would award a tender for any topical formulation.
Sulphur						
Precipitated	9,017	$573	$0.0635	C H	5%	
Topical 5% - 10%				C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions may apply.
Sumatriptan						
Tab 100 mg	317,686			C H	5%	
Tab 50 mg	1,276,636			C H	5%	
Sunitinib						
Cap 12.5 mg	10,290	$37,893	$3.6825	C H	5%	Current restrictions would apply.
Cap 25 mg	7,441	$53,987	$7.2554	C H	5%	Current restrictions would apply.
Cap 50 mg	5,051	$61,909	$12.2568	C H	5%	Current restrictions would apply.
Teicoplanin						
Inj 400 mg				H	5%	Current restrictions may apply.

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name / Line Item	Units	Cost	Unit Subsidy			ABA Limit	Comments
Telmisartan							
Tab 40 mg					C H	5%	Currently funded on the Pharmaceutical Schedule. Pharmac would consider funding telmisartan if cost saving or cost neutral to a current angiotensin II antagonist.
Tab 80 mg					C H	5%	Currently funded on the Pharmaceutical Schedule. Pharmac would consider funding telmisartan if cost saving or cost neutral to a current angiotensin II antagonist.
Tenofovir alafenamide							
Tab					C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions would apply, either for 1st line Hepatitis B treatment and HIV treatment and prophylaxis, or for 2nd line Hepatitis B treatment and HIV treatment and prophylaxis.
Tenofovir alafenamide with emtricitabine							
Tab					C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions would apply, either for HIV treatment or HIV treatment and prophylaxis.
Tenofovir alafenamide with emtricitabine and rilpivirine							
Tab					C H	5%	Not currently listed on the Pharmaceutical Schedule. Restrictions may apply.
Tenoxicam							
Inj 20 mg			$9.9500		C H	5%	
Terlipressin							
Inj 1 mg per 8.5 ml					H	5%	Not currently listed on the Pharmaceutical Schedule. Pharmac reserves the right to award one or more presentations of terlipressin.
Inj 0.2 mg per ml, 5 ml					H	5%	Pharmac reserves the right to award one or more presentations of terlipressin.
Inj 0.2 mg per ml, 10 ml					H	5%	Not currently listed on the Pharmaceutical Schedule. Pharmac reserves the right to award one or more presentations of terlipressin.
Ticagrelor							
Tab 90 mg	2,875,889	$1,045,069	$0.3634	+	C H	5%	Current restrictions may apply. Please note that prasugrel was included in the 2025/26 ITT and remains under consideration by Pharmac. Any acceptance of this tender may impact supply volumes for ticagrelor.
Tobramycin							
Inj 40 mg per ml, 2 ml	2,021	$6,265	$3.1000		C H	5%	Current restrictions may apply.
Tolvaptan							
Tab 15 mg	8,064	$251,568	$31.1964#		C H	5%	
Tab 30 mg	5,096	$158,977	$31.1964#		C H	5%	
Tab 45 mg + 15 mg	21,280	$663,860	$31.1964#		C H	5%	
Tab 60 mg + 30 mg	22,904	$714,523	$31.1964#		C H	5%	
Tab 90 mg + 30 mg	24,192	$754,704	$31.1964#		C H	5%	
Tramadol hydrochloride							
Inj 50 mg per ml, 1 ml ampoule					H	5%	Please note that tramadol is classified as a controlled drug.
Inj 50 mg per ml, 2 ml ampoule					H	5%	Please note that tramadol is classified as a controlled drug.
Tab sustained-release 100 mg	4,405,872	$429,573	$0.0975		C H	5%	Please note that tramadol is classified as a controlled drug.
Tab sustained-release 150 mg	365,399	$53,896	$0.1475		C H	5%	Please note that tramadol is classified as a controlled drug.
Tab sustained-release 200 mg	225,922	$42,925	$0.1900		C H	5%	Please note that tramadol is classified as a controlled drug.

SCHEDULE TWO: PRODUCTS TO BE TENDERED

Chemical Name / Line Item	Units	Cost	Unit Subsidy			ABA Limit	Comments
Tranexamic acid							
Inj 100 mg per ml, 5 ml					C H	5%	Not currently listed in the community on the Pharmaceutical Schedule. Community supply would be funded for ambulance service use only.
Inj 100 mg per ml, 10 ml					C H	5%	Currently listed in the community on the Pharmaceutical Schedule for ambulance service use only. Community supply would be funded for ambulance service use only.
Travoprost							
Eye drops 0.004%	93,595	$254,578	$2.7200		C H	5%	For products containing Benzalkonium chloride (BAK), Pharmac reserves the right to list a BAK or preservative free product for a restricted market. Units and unit subsidy shown are per ml.
Tretinoin							
Crm 0.5 mg per g	3,163,900	$1,064,336	$0.3364		C H	5%	
Triamcinolone acetonide							
Crm 0.02%	6,912,500	$448,621	$0.0649		C H	5%	
Oint 0.02%	4,082,000	$266,963	$0.0654		C H	5%	
Trientine							
Cap 250 mg	6,620	$133,856	$20.2200		C H	5%	Current restrictions may apply.
Trimethoprim							
Tab 300 mg	601,208	$334,632	$0.5566		C H	5%	
Trimethoprim with sulphamethoxazole [Co-trimoxazole]							
Tab trimethoprim 80 mg - 160 mg and sulphamethoxazole 400 mg - 800 mg	4,682,599	$1,083,928	$0.2315		C H	5%	Units and unit subsidy shown are for tab 80 mg with sulphamethoxazole 400 mg.
Valaciclovir							
Tab 500 mg	7,372,593	$2,369,035	$0.3213		C H	5%	
Tab 1,000 mg	870,536	$515,938	$0.5927		C H	5%	
Valganciclovir							
Oral liq 50 mg per ml					C H	5%	Not currently listed on the Pharmaceutical Schedule.
Tab 450 mg	97,377	$228,658	$2.3482	+	C H	5%	
Vecuronium							
Inj 10 mg				@	H	5%	
Vildagliptin							
Tab 50 mg	20,123,227	$11,738,482	$0.5833#		C H	5%	Longer transition periods may apply to this product.
Vildagliptin with metformin hydrochloride							
Tab 50 mg with 1,000 mg metformin hydrochloride	27,360,699	$15,960,317	$0.5833#		C H	5%	Longer transition periods may apply to this product.
Tab 50 mg with 850 mg metformin hydrochloride	9,137,597	$5,330,234	$0.5833#		C H	5%	Longer transition periods may apply to this product.
Zinc and castor oil							
Crm (pack size 50 g or less)					H	5%	
Oint (pack size 50 g or less)					H	5%	Not currently listed on the Pharmaceutical Schedule.
Oint (pack size greater than or equal to 500 g)	25,867,408	$219,873	$0.0085		C	5%	
Oint BP (pack size 30 g or less)					H	5%	
Zoledronic acid							
Inj 4 mg per 5 ml	2,850	$44,603	$15.6500		C H	5%	
Zolmitriptan							
Nasal Spray					C H	5%	Not currently listed on the Pharmaceutical Schedule. Special Authority restrictions may apply.
Zopiclone							
Tab 7.5 mg	26,052,635	$1,138,500	$0.0437		C H	5%	Preference for a scored tablet. Preference for a pack size of 30 tablets or less.

Schedule 3: Tender Process

1. General

1.1 Principal Supply Period

(a) Hospital Tender Bids are to be submitted on the basis that if your Hospital Tender Bid is accepted, you will have Principal Supply Status for hospital supply for the particular Tender Item for the Principal Supply Period.

(b) Community Tender Bids are to be submitted on the basis that if your Community Tender Bid is accepted, you will have Principal Supply Status for community supply for the particular Tender Item for the Principal Supply Period. For the avoidance of doubt, Community Tender Bids will encompass ambulance supply (if applicable).

(c) Combined Community/Hospital Tender Bids are to be submitted on the basis that if your Combined Community/Hospital Tender Bid is accepted, you will have Principal Supply Status for the particular Tender Item for community and hospital supply for the Principal Supply Period.

1.2 Transition Periods

(a) In relation to hospital supply:

(i) there will be two Transition Periods (the First Transition Period and the Final Transition Period) during which the successful tenderer's brand is to be available for supply and purchase by Health NZ Hospitals. Additionally, where the successful tenderer's brand of the Pharmaceutical is not listed immediately prior to the First Transition Period, the successful tenderer's brand must be available for supply and purchase by Health NZ Hospitals from the applicable dates specified in clause 2.2 of Schedule Four;

(ii) the First Transition Period is intended to allow for an orderly transition to the arrangements that will apply during the Principal Supply Period;

(iii) the Final Transition Period is intended to allow for an orderly transition to any new arrangements following the end of the Principal Supply Period.

(b) Subject to paragraph (d) below, in relation to community supply:

(i) there will be two Transition Periods (the First Transition Period and the Final Transition Period) during which the successful tenderer's brand is to be available for supply and subsidised. Additionally, where the successful tenderer's brand of the Pharmaceutical is not listed immediately prior to the First Transition Period, the successful tenderer's brand must be available for supply from the applicable dates specified in clause 2.3 of Schedule Four;

(ii) the First Transition Period is intended to allow for an orderly transition to the arrangements that will apply during the Principal Supply Period;

(iii) the Final Transition Period is intended to allow for an orderly transition to any new arrangements following the end of the Principal Supply Period.

(c) In relation to community and/or hospital supply, Pharmac may, in its sole discretion:

(i) determine a different commencement date for the First Transition Period, including where it considers that a different commencement date is necessary to ensure appropriate stock management or appropriate supply of the Tender Item; and/or

(ii) extend the period of the First Transition Period, by determining a different end date, and may do so before or after the commencement date of the First Transition Period. For the avoidance of doubt, in the event that Pharmac extends the First Transition Period under this clause 1.2(c)(ii):

(A) the delisting (subject to Alternative Brand Allowance arrangements) of other brands of that form and strength of the Chemical Entity is to be deferred until the actual commencement date of the Principal Supply Period, notwithstanding any date previously notified to suppliers by Pharmac as being the intended date of delisting;

(B) other brands of that form and strength of the Chemical Entity are to remain listed in accordance with the terms of any existing contract between Pharmac and the particular pharmaceutical supplier in respect of the relevant brand(s) until such time as that supplier's brand of that form and strength of the Chemical Entity is actually delisted.

(d) In relation to community supply, if the successful tenderer's brand is the only brand of the Tender Item listed on the Pharmaceutical Schedule as at the Market Notification Date, then the First Transition Period and clause 2.1(a) of Schedule Four will not apply.

(e) For the avoidance of doubt, any notification by Pharmac of the delisting (subject to Alternative Brand Allowance arrangements) of all other brands of that form and strength of the Chemical Entity on the first day of the Principal Supply Period operates solely as advance notice of the intended delisting of those pharmaceuticals and does not constitute a notice of termination of any existing contract for the supply of those other brands.

1.3 Contract

If Pharmac accepts your:

(a) Community Tender Bid, then a contract on the terms and conditions set out in:

(i) your Tender Bid (incorporating any variations as a result of negotiations or discussions under clause 1.6 of this Schedule); and

(ii) Schedule Four; and

(iii) Schedule Five (as applicable),

will be deemed to have been entered into between you and Pharmac for Principal Supply Status for community supply for the relevant Pharmaceutical and, where applicable, its listing on the Pharmaceutical Schedule;

(b) Hospital Tender Bid, then a contract on the terms and conditions set out in:

(i) your Tender Bid (incorporating any variations as a result of negotiations or discussions under clause 1.6 of this Schedule); and

(ii) Schedule Four; and

(iii) Schedule Five (as applicable),

will be deemed to have been entered into between you and Pharmac for Principal Supply Status for hospital supply for the relevant Pharmaceutical and, where applicable, its listing on the Pharmaceutical Schedule;

(c) Combined Community/Hospital Tender Bid, then:

(i) a contract on the terms and conditions set out in:

(A) your Tender Bid, to the extent applicable (incorporating any variations as a result of negotiations or discussions under clause 1.6 of this Schedule); and

(B) Schedule Four; and

(C) Schedule Five (as applicable),

will be deemed to have been entered into between you and Pharmac for Principal Supply Status for community supply for the relevant Pharmaceutical and, where applicable, its listing on the Pharmaceutical Schedule; and

(ii) a separate contract on the terms and conditions set out in:

(A) your Tender Bid, to the extent applicable (incorporating any variations as a result of negotiations or discussions under clause 1.6 of this Schedule); and

(B) Schedule Four; and

(C) Schedule Five (as applicable),

will be deemed to have been entered into between you and Pharmac for Principal Supply Status for hospital supply for the relevant Pharmaceutical and, where applicable, its listing on the Pharmaceutical Schedule.

For the avoidance of doubt, the terms and conditions specified in Schedule Four and Schedule Five, as applicable, apply from the date when Pharmac notifies you in accordance with clause 7.2 of this Schedule of its acceptance of your Tender Bid, and do not apply solely for the Principal Supply Period.

1.4 Extension of Principal Supply Status for hospital supply

(a) You acknowledge and agree that if your Hospital Tender Bid is for a Tender Item that is specified in the product list in clause 2 of Schedule Two and the Electronic Portal as being a Tender Item for which you may submit a Tender Bid for Principal Supply Status for community supply, you may agree (such consent not to be unreasonably withheld), if so requested by Pharmac:

(i) if Pharmac has not yet accepted a Hospital Tender Bid for the particular Tender Item, to extend your Tender Bid to cover:

(A) Principal Supply Status for community supply; or

(B) a listing in the Pharmaceutical Schedule for the community setting, which does not have Principal Supply Status; or

(ii) if Pharmac has accepted your Hospital Tender Bid for the particular Tender Item, to supply the Tender Item for use in the community as soon as practicable after

such requirement is notified to you, and in any case no later than three months after that notification, under a separate contract for:

(A) Principal Supply Status for community supply; or

(B) a listing in the Pharmaceutical Schedule for the community setting, which does not have Principal Supply Status.

(b) The Community Tender Bid referred to in paragraph (a)(i) above and the contract for community supply referred to in paragraph (a)(ii) above will be:

(i) at a price that is equal to the Price specified for that Pharmaceutical in your Hospital Tender Bid; and

(ii) on the other terms and conditions set out in your Hospital Tender Bid (incorporating any variations as a result of negotiations or discussions under clause 1.6 of this Schedule), as applicable; and

(iii) for supply in accordance with:

(A) Schedules Four and Five in the context of Principal Supply Status; or

(B) Pharmac's standard terms of supply for pharmaceuticals used in the community (as recorded in the then Standard Terms Annex of Pharmac's Agreement for the listing of Pharmaceutical(s) on the New Zealand Pharmaceutical Schedule) in the context of a listing, which does not have Principal Supply Status; and

(iv) for such quantities of the Pharmaceutical as are required for use in the community.

1.5 Extension of Principal Supply Status for community supply

(a) You acknowledge and agree that if your Community Tender Bid is for a Tender Item that is specified in the product list in clause 2 of Schedule Two as being a Tender Item for which you may submit a Tender Bid for Principal Supply Status for hospital supply, you may agree (such consent not to be unreasonably withheld), if so required by Pharmac:

(i) if Pharmac has not yet accepted a Community Tender Bid for the particular Tender Item, to extend your Tender Bid to cover:

(A) Principal Supply Status for hospital supply; or

(B) a listing in the Pharmaceutical Schedule for the hospital setting, which does not have Principal Supply Status; or

(ii) if Pharmac has accepted your Community Tender Bid for the particular Tender Item, to supply the Tender Item for use in Health NZ Hospitals soon as practicable after such requirement is notified to you, and in any case no later than three months after that notification, under a separate contract for:

(A) Principal Supply Status for hospital supply; or

(B) a listing in the Pharmaceutical Schedule for the hospital setting, which does not have Principal Supply Status.

(b) The Hospital Tender Bid referred to in paragraph (a)(i) above and the contract for hospital supply referred to in paragraph (a)(ii) above will be:

(i) at a price that is equal to the Price specified for that Pharmaceutical in your Community Tender Bid; and

(ii) on the other terms and conditions set out in your Community Tender Bid (incorporating any variations as a result of negotiations or discussions under clause 1.6 of this Schedule), as applicable; and

(iii) for supply in accordance with:

(A) Schedules Four and Five in the context of Principal Supply Status; or

(B) Pharmac's standard terms of supply for pharmaceuticals used in Health NZ Hospitals (as recorded in the then Standard Terms Annex of Pharmac's Agreement for the listing of Pharmaceutical(s) on the New Zealand Pharmaceutical Schedule) in the context of a listing, which does not have Principal Supply Status; and

(iv) for such quantities of the Pharmaceutical as are required for use in Health NZ Hospitals.

1.6 Pharmac may initiate limited negotiations

(a) Notwithstanding clause 2.7 of this Schedule, Pharmac may, in its sole discretion, initiate negotiations or discussions with you in relation to your Tender Bid about:

(i) any of the terms and conditions to apply if your Tender Bid is accepted;

(ii) the proposed packaging or pack size of the Tender Item;

(iii) your ability to ensure continued availability of the Tender Item throughout the Principal Supply Period;

(iv) the price of the Tender Item, but only where Pharmac determines, in its sole discretion, that an increased price for the Tender Item may be necessary for practicality of supply of the Tender Item (for example, because of particular packaging requirements);

(v) the Lead Time and/or the Start Date;

(vi) any implementation support if acceptance of your Tender bid resulted in a brand change; or

(vii) any other matter that Pharmac considers necessary or appropriate.

(b) If Pharmac initiates negotiations or discussions with you under paragraph (a), and as a result there is a change to any of the terms and conditions relating to the supply of a Tender Item, Pharmac is not obliged to inform the other tenderers of that change, nor give those tenderers an opportunity to amend their bid for that Tender Item, unless the change is one which would result in the terms and conditions being materially different in scope from those set out in this Invitation.

(c) The initiation and pursuit of any negotiations or discussions under this clause shall not constitute a counter-offer and your original Tender Bid will remain open for acceptance

in accordance with clause 4.2(b) of this Schedule in the absence of agreement on any variation to that Tender Bid.

1.7 Termination and amendment of Invitation

Pharmac may:

(a) amend this Invitation at any time up to five Business Days before the Deadline; and/or

(b) terminate this Invitation at any time before the acceptance of any Tender Bid by giving five Business Days' written notice.

2. Information about submitting a Tender Bid

2.1 Types of Tender Bids

(a) Where a Tender Item includes different forms and strengths of a Chemical Entity or entities, your Tender Bid may, but does not need to, include all of the forms and strengths of the Chemical Entity or entities contained in that Tender Item.

(b) Where you submit a Tender Bid for a Tender Item, you must submit separate Tender Bids for that Tender Item for each unique product you are proposing to supply. For example different pack sizes or brands must be submitted as separate Tender Bids.

2.2 Consents not yet held

You may submit a Tender Bid for a Tender Item where your brand of the Tender Item is yet to obtain Market Approval and all necessary Consents. In those circumstances, you may be required to demonstrate your ability to obtain Market Approval and those Consents within a time frame acceptable to Pharmac. For example, you may be required to demonstrate that you have the dossier for that brand of the Tender Item ready to submit to Medsafe within one month of such a request being made by Pharmac.

For the avoidance of doubt, where your brand of the Tender Item:

(a) is yet to obtain Market Approval and all necessary Consents, any time period to obtain Market Approval and those Consents shall be exclusive of the Lead Time indicated on your Tender Bid;

(b) is supplied under an exemption under the Medicines Act 1981, the Tender Item shall not be classified as holding Market Approval or a Consent for the purposes of this Invitation.

2.3 Individual Tender Bids

You may submit more than one bid for a Tender Item (for example, you may submit separate bids for different pack sizes (or other equivalent grouping for a Medical Device) of a Tender Item).

2.4 Aggregated Tender Bids

(a) You may, in addition to submitting a separate Tender Bid for each Tender Item, submit an Aggregated Tender Bid, provided that:

(i) in the case of a pharmaceutical that is not a Medical Device, each brand contained in an Aggregated Tender Bid is only a different form and strength of the same Chemical Entity;

(ii) you may not aggregate across different chemical entities when submitting a Tender Bid;

(iii) you may not aggregate within a single Tender Item (for example, two different brands or pack sizes);

(iv) you must also submit a separate Community Tender Bid and/or Hospital Tender Bid, as applicable, for each particular Tender Item.

(b) Where a Tender Item includes different forms and strengths of a Chemical Entity or different entities (for example, a two-part injection), and you bid for the whole Tender Item, that is not an Aggregated Tender Bid.

2.5 Combined Community/Hospital Tender Bids

You may submit a Combined Community/Hospital Tender Bid, provided that you must also submit a separate Community Tender Bid and a separate Hospital Tender Bid for each Tender Item in respect of which you submit a Combined Community/Hospital Tender Bid.

2.6 Aggregated Combined Community/Hospital Tender Bids

You may submit a Tender Bid that is both an Aggregated Tender Bid and a Combined Community/Hospital Tender Bid, provided that you comply with clauses 2.4 and 2.5 above.

2.7 No conditions

You cannot make a conditional Tender Bid nor qualify a Tender Bid in any way.

2.8 Separate offers

Pharmac will treat each Tender Bid as a separate offer.

2.9 Tender Bid prices

You must submit, for each Tender Bid, a single price in New Zealand dollars (exclusive of GST), which will be the Price at which you will supply the Tender Item.

3. What to include in your Offer Letter and Tender Submission Form

3.1 Compulsory use of Offer Letter and Tender Submission Form

(a) You must submit your Tender Bid using the Electronic Portal. You must attach the Offer Letter and a completed Tender Submission Form for each Tender Item for which you wish to submit a bid.

(b) An electronic version of the Offer Letter is available on the Electronic Portal.

3.2 Information that must be supplied about you

In the Offer Letter, you must supply the following information about you:

(a) your company structure;

(b) your management and technical skills;

(c) your financial resources;

(d) your (or your supplier's) existing supply commitments;

(e) your (or your supplier's) previous supply performance;

(f) your quality assurance processes, where applicable; and

(g) how your organisation supports wider social, economic, cultural and environmental outcomes (see New Zealand Government Procurement economic benefits).

3.3 Information that must be supplied about the Tender Item

You must supply all the information requested in the Tender Submission Form and as otherwise requested by Pharmac, including the following information about the Tender Item:

(a) in the case of a pharmaceutical that is not a Medical Device, the chemical, form, strength, brand name, pack size and type of packaging;

(b) for any Pharmaceutical that does not require Market Approval and any other Consent:

(i) evidence and justification as to why Market Approval and any other Consent is not required for the Tender Item(s);

(ii) confirmation that the Tender Item(s) that you are submitting a Tender Bid in respect of meet the relevant standards and/or regulatory requirements for its intended use and what those standards and/or regulatory requirements are; and

(iii) details of the Tender Item(s), including excipients, Shelf-Life and In-Use Shelf-Life;

(c) for any Medical Device:

(i) the brand name, pack size (or other equivalent grouping) and type of packaging;

(ii) details of the Tender Item(s) and any associated services available in relation to the Tender item(s), including training, education and product support;

(iii) confirmation that the Tender Item(s) that you are submitting a Tender Bid in respect of meet the relevant standards and regulatory requirements for its intended use;

(iv) information on current usage of and expenditure on the Tender Item(s) by Health NZ;

(v) confirmation that you have a business continuity plan with a brief summary of the plan;

(vi) demonstration of experience and knowledge within the healthcare sector, and specifically Health NZ Hospitals;

(vii) the WAND registration number of the Tender Item(s); and

(viii) the name of the sponsor of the Tender Item for the purpose of the Medicines (Database of Medical Devices) Regulations 2003;

(d) a single price in New Zealand dollars (exclusive of GST) at which you will supply the Tender Item:

(i) to any wholesalers and other distributors, in respect of a Community Tender Bid; or

(ii) to Health NZ Hospitals, any wholesalers and other distributors, in respect of a Hospital Tender Bid;

(e) whether it has Market Approval and all necessary Consents (and if not, what the status of registration is);

(f) the Lead Time for supply of the Tender Item;

(g) the name and location of:

(i) the manufacturer(s) of the finished product (and name and location of the packaging site, if different); and

(ii) the manufacturer(s) of the active ingredients (not required in respect of Medical Devices); and

(iii) alternative manufacturers of the finished product and active ingredients (if any) (not required in respect of Medical Devices);

(h) your proposed distribution and supply arrangements for the Tender Item.

3.4 Information that may be supplied about the Tender Item

In your Tender Submission Form, you may supply, for any Pharmaceutical or Medical Device, information about other markets you currently provide the Pharmaceutical or Medical Device in.

3.5 Pharmac may request further information

(a) Pharmac may request such further information as it considers necessary from or about you for the purposes of clarifying or evaluating your Tender Bid, including (but not limited to):

(i) information about your credit status;

(ii) information on the price of a Tender Item, but only where Pharmac requires clarification to confirm the exact price being offered, or where Pharmac initiates negotiations with you under clause 1.6 of this Schedule;

(iii) where a Tender Item is a controlled drug, information about the form in which the Tender Item will be supplied, in which case you must supply that information within 10 Business Days of Pharmac requesting the information;

(iv) a sample pack or container of the Tender Item (and if you intend supplying it in a different form from that sample pack or container, information about the form in which it will be supplied), in which case you must supply that sample pack or container or information within 10 Business Days of Pharmac requesting it; and

(v) digital artwork associated with the Tender Item.

(b) If Pharmac requests further information from or about you it is not obliged to request the same or any other information from or about any other party.

4. How to submit a Tender Bid

4.1 Submission of Tender Bids

All Tender Bids must be submitted via the Electronic Portal. Tender Bids or any copies of Tender Bids should not be delivered in person, by courier, by post, by facsimile or by email to Pharmac.

4.2 Key dates

Your Tender Bid must:

(a) be submitted via the Electronic Portal by no later than the Deadline; and

(b) be irrevocable and remain open for acceptance by Pharmac until, as applicable:

(i) Friday, 10 September 2027;

(ii) the date specified for a Tender Item in Schedule Two or on the Electronic Portal (if any); or

(iii) if Pharmac so requests at any time, such later date as you agree in writing.

5. Evaluation

5.1 Process of evaluation

The Evaluation Committee, taking such regulatory, legal, medical and other advice as it considers appropriate, will evaluate all conforming Tender Bids that have been checked for conformity under clause 6(a) of this Schedule, and any non-conforming Tender Bids that are admitted for consideration under clause 6(b) of this Schedule.

5.2 Matters for evaluation

The Evaluation Committee will evaluate Tender Bids in light of Pharmac's statutory objective which is "to secure for eligible people in need of pharmaceuticals, the best health outcomes that are reasonably achievable from pharmaceutical treatment and from within the amount of funding provided". In doing so the Evaluation Committee will be guided by the Factors for Consideration (Factors) that form part of Pharmac's then current Operating Policies and Procedures (OPPs), as published on Pharmac's website (www.pharmac.govt.nz), to the extent applicable. More information on the Factors can be found at www.pharmac.health.nz/factors-for-consideration.

The requirement for Pharmac to pursue its statutory objective means that particular emphasis will be given to those aspects of proposals which demonstrate "health outcomes", and those aspects of proposals which demonstrate the impact on the "funding provided" for pharmaceuticals. Those Factors which relate directly to these aspects will be given the greatest weight by the Evaluation Committee, but all Factors are important.

The information to be taken into account in applying the Factors by the Evaluation Committee will include, in particular:

(a) your ability to ensure continued availability of the Tender Item throughout the Principal Supply Period and each of the Transition Periods, as applicable, taking into account each of the following separate points:

(i) your financial resources;

(ii) your management and technical skills;

(iii) your, or your supplier's, existing supply commitments;

(iv) your, or your supplier's, previous supply performance;

(v) your quality assurance processes, where applicable;

(vi) the site of manufacture and packaging of the Pharmaceutical, and site of manufacture of the active ingredient;

(vii) alternative manufacturers of the finished product and active ingredients (if any);

(viii) other markets in which you currently supply the Pharmaceutical;

(ix) your proposed distribution and supply arrangements for the Tender Item; and

(x) the Lead Time for supply of the Tender Item;

(b) the pack size (or other relevant grouping for a Medical Device) of the Tender Item and the type of packaging;

(c) the Shelf-Life and In-Use Shelf-Life of the Tender Item.

(d) the price of the Tender Item;

(e) the amount and timing of savings, including non-pharmaceutical savings accruing to Pharmac during the Principal Supply Period;

(f) either:

(i) evidence that you have obtained, and still have, Market Approval and all necessary Consents; or

(ii) evidence that will enable the Evaluation Committee to form a view on the likelihood and timing of your brand of the Tender Item gaining Market Approval and all necessary Consents;

(g) the name and location of the manufacturer of the finished product and active ingredients of the Tender Item; and

(h) any other benefits of selecting you as the supplier of the Tender Item.

6. Conformity

(a) Pharmac may, in its sole discretion, check your Tender Bid for conformity with this Invitation. If Pharmac does elect to check your Tender Bid, it is not obliged to check all or any other Tender Bids for conformity, provided that in Pharmac's judgment this would not be unfair to you in comparison to any other party. A Tender Bid will conform if it:

(i) is submitted via the Electronic Portal by the Deadline;

(ii) is submitted via the electronic Tender Submission Form and an Offer Letter is also submitted;

(iii) has no conditions or qualifications attached;

(iv) includes all information required under clauses 3.2 and 3.3 of this Schedule; and

(v) otherwise complies, both as to form and substance, with the requirements of this Invitation.

(b) Pharmac may, in its sole discretion, provided that in Pharmac's judgment this would not be unfair to you in comparison to any other party:

(i) exclude any non-conforming Tender Bid from consideration; or

(ii) consider, and accept, any non-conforming Tender Bid.

7. Decision

7.1 Decision on acceptance of Tender Bid

(a) The Evaluation Committee will make a recommendation as to which Tender Bid should be accepted to Pharmac's Board of Directors (or its delegate under Delegated Authority pursuant to Section 73 of the Crown Entities Act 2004, where applicable).

(b) Pharmac's Board of Directors (or its delegate, where applicable) will have the sole discretion to decide whether or not to accept a Tender Bid for any Tender Item.

(c) Pharmac's Board of Directors (or its delegate, where applicable):

(i) will use the Factors in Pharmac's then current OPPs as applicable, in deciding whether or not to accept a Tender Bid for any Tender Item; and

(ii) is not obliged to act in accordance with any recommendation of the Evaluation Committee.

7.2 Notification of acceptance

(a) Once Pharmac's Board of Directors (or its delegate, where applicable) has decided under clause 7.1 above which Tender Bid (if any) to accept for a Tender Item, Pharmac will, within a reasonable period of time, notify the successful tenderer in writing that it has been successful and in addition:

(i) subject to paragraph (b) below, if the successful Tender Bid is unconditionally accepted, Pharmac will, within a reasonable period of time, notify each unsuccessful tenderer in writing of the identity of the successful tenderer; or

(ii) subject to paragraph (b) below, if the successful Tender Bid is conditionally accepted, Pharmac will, within a reasonable period of time of that tender becoming unconditionally accepted, notify each unsuccessful tenderer in writing of the identity of the successful tenderer.

(b) If for any reason you do not receive written notification from Pharmac in accordance with paragraph (a) above, you will be deemed to have received the required notification on the date that each Tender Item you bid for is notified in the Pharmaceutical Schedule.

7.3 Pharmac's rights reserved

(a) Pharmac reserves the right to accept or reject any Tender Bid.

(b) While it is Pharmac's current intention, unless specified otherwise in Schedule Two or the Electronic Portal, to enter into an agreement to award Principal Supply Status for community and/or hospital supply for each Tender Item, Pharmac will not in any circumstances be bound to accept any or all Tender Bids and, in particular, Pharmac will not be bound to accept the lowest or any other Tender Bid for a Tender Item.

(c) Acceptance only occurs if, and when, Pharmac's Board of Directors (or its delegate, where applicable) resolves to accept a Tender Bid and this acceptance is notified to the successful tenderer.

(d) Pharmac may take any action, including making any adjustments to the tender process that it considers appropriate, acting reasonably (provided that it notifies tenderers materially affected by such adjustments).

(e) Pharmac may, at any time, suspend or cancel in whole or in part, this tender process in order to fulfil its public law obligations through consultation, or otherwise. In this situation Pharmac may (without limitation) ask you to adapt and resubmit your Tender Bid in light of consultation, or alternatively we may request that new Tender Bids be submitted (or in the case of a suspension Pharmac may also resume the tender process without further change following the end of the period of suspension).

7.4 Conditional acceptance

(a) Where the successful tenderer's brand of a Tender Item is yet to receive Market Approval and all necessary Consents:

(i) The contract referred to in clause 1.3 of this Schedule will be conditional upon such Market Approval and Consents being received within a time period specified by Pharmac; and

(ii) Pharmac may terminate the contract if such Market Approval and Consents have not been obtained, or in Pharmac's view are unlikely to be obtained, within the period specified by Pharmac.

(b) Acceptance of a Tender Bid by Pharmac's Board of Directors (or its delegate, where applicable), and the contract referred to in clause 1.3 of this Schedule may be conditional upon you satisfying Pharmac that you will have sufficient stock of the Tender Item available to commence supply as at a date reasonably determined by Pharmac.

8. Back-up supply

Back-up Supply Agreements

(a) Pharmac may at any time negotiate a Back-up Supply Agreement with another supplier for any Tender Item.

(b) Pharmac may, at its sole discretion, seek proposals for Back-up Supply Agreements under a separate process to this Invitation to Tender. Pharmac does not seek submissions for Back-up Supply Agreements in response to this Invitation and is not

obliged to consider proposals or bids for back-up supply submitted as part of the tender process.

9. Dealing with information

9.1 Confidentiality

(a) Subject to clause 9.2 below, Confidential Information is confidential to you, Pharmac, Health NZ and those parties' respective Personnel (as applicable).

(b) You acknowledge that Pharmac may be required to disclose Confidential Information in accordance with:

(i) section 12 of the Official Information Act 1982; and

(ii) any other legal and administrative obligations,

and you consent to such disclosure.

(c) Where Pharmac reaches a preliminary view that Confidential Information must be disclosed for the purposes stated in clause 9.1(b)(i) above, Pharmac will consult with you, and will act in good faith, before deciding whether to disclose the Confidential Information.

(d) To the extent permitted by law, Pharmac will inform you if Confidential Information is disclosed for the purposes stated in clause 9.1(b)(ii) above, including any disclosure to a court, inquiry or ombudsman.

(e) Confidential Information must not be disclosed by you, Pharmac, Health NZ or those parties' respective Personnel unless:

(i) the information is publicly available or enters the public domain through no fault of the applicable parties; or

(ii) the disclosure is:

(A) required or permitted for the purposes of this Invitation;

(B) required or permitted by law; or

(C) agreed to between the applicable parties.

9.2 Use of information

Generalised aggregated information regarding your Tender Bid that does not identify you or that cannot reasonably be expected to identify you or lead to the connection of you with your Tender Bid is not Confidential Information and Pharmac may use and publish such information as it sees fit.

10. Miscellaneous

10.1 Process contract

In submitting a Tender Bid, you agree that you and Pharmac are contractually bound to follow the process and comply with the obligations expressly contained in this Invitation.

10.2 Costs

Pharmac is not liable in any way whatsoever for any direct or indirect costs incurred, or loss (including loss of profit) or damage sustained, by you in respect, or arising out, of this tendering process or the obtaining or granting of Principal Supply Status for community and/or hospital supply, as applicable, for your supply of the Tender Item including, without limitation, costs of obtaining Market Approval and all necessary Consents for any Tender Item.

10.3 No reliance

Your Tender Bid is submitted in reliance on your own knowledge, skill and independent advice, and not in reliance on any representations made by Pharmac (including for these purposes the sales and market information (if any) provided in Schedule Two or on the Electronic Portal).

10.4 No further liability

Pharmac is not, in any event, liable in contract, tort or any other way whatsoever for any direct or indirect loss (including loss of profit), damage or cost of any kind incurred by you or any other person in relation to this tendering process.

10.5 No lobbying

(a) You are not to initiate any communication with Pharmac or its advisors, the Minister of Health (or any Associate Ministers), the Ministry of Health (including its operating unit Medsafe), or Health NZ or any of their officers or directors, at any time with a view to influencing the outcome of the tendering process.

(b) Failure to comply with this clause will entitle Pharmac, in its sole discretion, to disqualify you from this tendering process.

10.6 Enquiries

If you have any enquiries about this Invitation you should contact the Tender Analysts (tender@pharmac.govt.nz) at Pharmac. Any additional information that Pharmac gives to you as a result of your enquiry will also be given by Pharmac to other potential tenderers, if Pharmac determines that such information is material.

10.7 Jurisdiction and governing law

We each submit to the exclusive jurisdiction of the New Zealand courts and agree that this Invitation is governed by New Zealand law.

Schedule 4: Contract terms for Principal Supply Status for both community and hospital supply

1. Pharmac's Role

1.1 Rights and Responsibilities

(a) You acknowledge that:

(i) Pharmac is required to pursue its statutory objectives, carry out its statutory functions and otherwise comply with its statutory obligations;

(ii) Pharmac is subject to a range of legal and administrative obligations, which govern Pharmac's decision-making processes;

(iii) Pharmac has OPPs, which provide guidance on the way in which Pharmac carries out its statutory role and functions;

(iv) the actions which Pharmac may take under its OPPs include (without limitation):

(A) listing new pharmaceuticals;

(B) changing the terms on which a pharmaceutical is listed; and

(C) delisting pharmaceuticals or delisting part or all of a therapeutic group or sub-group; and

(v) any action taken by Pharmac pursuant to its OPPs may impact on the listing of the Pharmaceutical.

(b) Pharmac agrees not to apply, amend or update its OPPs in order to avoid any of Pharmac's obligations under this Agreement.

(c) Pharmac may terminate or amend this Agreement at its sole discretion in the following circumstances:

(i) Pharmac is issued a Crown Direction;

(ii) in accordance with any advice from Medsafe or clinical advice, based on patient safety or any other clinical reasons;

(iii) a Supply Issue results in a failure to supply the Pharmaceutical;

(iv) any Consent or Market Approval is not held by you or is withdrawn for the Pharmaceutical;

(v) a Changed Medicine Notification is approved by Medsafe for the Pharmaceutical; or

(vi) the Pharmaceutical is delisted for any reason.

(d) In the event that:

(i) this Agreement is terminated (or notice of termination is given) or amended due to any of the circumstances set out in clause 1.1(c)(i) to (v), Pharmac reserves the right to delist, or suspend or amend the listing of, the Pharmaceutical; or

(ii) the Pharmaceutical is delisted, or has its listing suspended, for any reason then, unless this Agreement is terminated under clause 1.1(c)(vi), this Agreement shall continue in full force and effect until expiry or termination in accordance with its terms and such delisting or suspension shall not constitute or be construed as a repudiation or breach of the terms of this Agreement by Pharmac. You agree that you do not have, and you expressly waive, any rights, at law, including in equity or under statute, and particularly under Part 2, subpart 3 of the Contract and Commercial Law Act 2017 (Contractual remedies), to terminate this Agreement as a result of the delisting, or suspension of the listing, of the Pharmaceutical.

1.2 Amendments to Pharmaceutical Schedule

(a) Pharmac retains the right, at its sole discretion, to amend any funding restrictions for the Pharmaceutical, for example where the proposed amendment may increase the market size for the Pharmaceutical. For the avoidance of doubt, an amendment to the funding restrictions may apply during the Principal Supply Period for the Pharmaceutical and where a Tender Bid for current access has been accepted for the Pharmaceutical.

(b) Pharmac will consult with you before amending the Pharmaceutical Schedule if a proposed amendment would have a material adverse effect on the listing of the Pharmaceutical.

1.3 Supplier Code of Conduct

You must comply with the New Zealand Government's Supplier Code of Conduct as amended or substituted from time to time.

2. Price and Payment

2.1 Subsidy arrangements for community supply

(a) Subject to clause 2.3 of this Schedule, the Pharmaceutical will be subsidised, and you must supply it, during the First Transition Period at the Price. If any other brands of the Chemical Entity are listed on the Pharmaceutical Schedule, those brands will continue to be subsidised for the First Transition Period at the subsidy applicable to those brands immediately before the commencement of the First Transition Period.

(b) All other brands of that form and strength of the Chemical Entity will be delisted (except to the extent any brands remain listed under Alternative Brand Allowance arrangements) on the first day of the Principal Supply Period, with the result that you will have Principal Supply Status in the community for that form and strength of the Chemical Entity during the Principal Supply Period.

(c) Subject to Pharmac's other rights under this Agreement in relation to the Pharmaceutical, the Pharmaceutical will continue to be fully subsidised, and you must continue to supply it, at the Price throughout the Principal Supply Period.

(d) Subject to Pharmac's other rights under this Agreement in relation to the Pharmaceutical, the Pharmaceutical will not be delisted during the Final Transition Period.

2.2 Pricing arrangements for hospital supply

(a) Subject to Pharmac's other rights under this Agreement and clause 2.3 of this Schedule, on and from the Start Date, during the remainder of the First Transition Period and during the Principal Supply Period, the Pharmaceutical is to be:

(i) listed at the Price set out in the Pharmaceutical Schedule;

(ii) sold by you to Health NZ Hospitals at the Price.

(b) Where the Pharmaceutical is included in an order by a Health NZ Hospital for pharmaceuticals where the total value (excluding GST) of the order is less than $1,000, you may invoice the Health NZ Hospital, in accordance with clause 2.8 below, for the cost of freight for that particular order. For the avoidance of doubt, this clause does not entitle you to invoice a Health NZ Hospital for any other costs in relation to the particular order.

(c) Subject to Pharmac's other rights under this Agreement in relation to the Pharmaceutical (including under clause 3.6 of this Schedule Four), and provided that there are no Alternative Pharmaceuticals listed in the Pharmaceutical Schedule at the start of the Final Transition Period, the Pharmaceutical:

(i) is to continue to be listed, sold and purchased at the Price referred to in clauses 2.2(a)(i) and (ii) above during the Final Transition Period and beyond; and

(ii) is not to be delisted during the Final Transition Period.

2.3 Price change

(a) Subject to clause 2.3(c)(ii), clause 2.3(c)(iii) and clause 2.3(c)(iv) of this Schedule your brand of the Pharmaceutical must be available for supply, and you must supply the Pharmaceutical, at the Price from the 12th day of the month prior to the Start Date, and the Pharmaceutical will be subsidised at the Price from the Start Date.

(b) Subject to clause 2.3(c)(ii), clause 2.3(c)(iii) and clause 2.3(c)(iv) of this Schedule, you must change the price at which you supply the Pharmaceutical to Health NZ Hospitals to the Price with effect from the 12th day of the month prior to the Start Date. If your brand of the Pharmaceutical is not listed on the Pharmaceutical Schedule at the beginning of the First Transition Period, it must be available for supply or sale, and you must supply or sell it, at the Price on and from the 12th day of the month prior to the Start Date.

(c) In the event your brand of the Pharmaceutical is currently listed on the Pharmaceutical Schedule at the beginning of the First Transition Period:

(i) you must ensure that any wholesalers and other such distributors change the price at which they supply the Pharmaceutical to the Price on the 12th day of the month prior to the Start Date, and you shall provide price support to any wholesalers and other such distributors for a maximum 4 weeks stock on hand (or such other level of stock as agreed between you and Pharmac) of the Pharmaceutical held at any wholesalers and other such distributors, provided that such wholesalers and other such distributors can provide you with stock on hand reports upon request; or

(ii) your brand of the Pharmaceutical must be available for supply, and you must supply the Pharmaceutical, at the Price from the 1st day of the month prior to the Start Date, and the Pharmaceutical will be subsidised or purchased at the Price from the Start Date (which is conditional upon you having at least 2 months Lead Time for the Pharmaceutical); and

(iii) notwithstanding clauses 2.3(c)(i) or (c)(ii) above, if the Price would result in a price increase for your brand of the Pharmaceutical you must supply the Pharmaceutical at the Price from the 22nd day of the month prior to the Start Date, and the Pharmaceutical will be subsidised or purchased at the Price from the Start Date; and

(iv) notwithstanding clauses 2.3(c)(i), (c)(ii) or (c)(iii) above, Pharmac may agree a process with you, that results in your brand of the Pharmaceutical, which includes a rebate, being available for supply, and you must supply the Pharmaceutical, at the Price from the 22nd day of the month prior to the Start Date, and you shall provide price support to any wholesalers and other such distributors for a maximum 4 weeks stock on hand (or such other level of stock as agreed between you and Pharmac) of the Pharmaceutical held at any wholesalers and other such distributors, provided that such wholesalers and other such distributors can provide you with stock on hand reports upon request.

For the avoidance of doubt if you do not notify Pharmac in your Tender Bid in the Electronic Portal which of the options stated in clauses 2.3(c)(i) or (c)(ii) above apply to the Pharmaceutical, clause (c)(i) above shall apply.

(d) You shall upon request by Pharmac, provide information on how you intend to manage the price changes stated in clauses 2.3(c)(i) to (c)(iv) above. Pharmac may, at its sole discretion, publish this information at the time the Tender Item is notified in the Pharmaceutical Schedule in accordance with clause 7.2 of Schedule Three.

2.4 Supply Price

During each of the First Transition Period, the Principal Supply Period and the Final Transition Period, the price at which the Pharmaceutical is supplied by you to any wholesalers, other such distributors and/or to a Health NZ Hospital, must not exceed the Price.

2.5 Pharmaceutical Price

You warrant that the Price is inclusive of all costs, for example but not limited to any costs relating to manufacturing, supply chain and price fluctuations, which may occur during the First Transition Period, the Principal Supply Period and the Final Transition Period.

2.6 No reference pricing during Principal Supply Period

The subsidy payable for the Pharmaceutical will not be reduced as a result of a reduction in the reference price for the therapeutic sub-group of which it is a member during the Principal Supply Period. For the avoidance of doubt, Pharmac will not be prevented from applying its reference pricing mechanisms to the Pharmaceutical to reduce the subsidy payable for it from the End Date.

2.7 Unsold stock following delisting

You acknowledge and agree that the price at which you are required to supply any Pharmaceutical under this Agreement incorporates, if applicable, any costs incurred by you associated with unsold stock of the Pharmaceutical held by you or any wholesaler or other distributor, after the Pharmaceutical has been delisted or after notification that it will be delisted.

2.8 Invoices to hospitals

Where a Health NZ Hospital is to be invoiced for the Pharmaceutical, you are to invoice the particular Health NZ Hospital at the end of each month, but no later than the 10th day following the month to which the invoice in respect of the Pharmaceutical relates, specifying for the Pharmaceutical supplied during that month:

(a) your delivery note reference number;

(b) the particular Health NZ Hospital's purchase order reference number (if applicable);

(c) the net amount payable in respect of the Pharmaceutical supplied to that Health NZ Hospital in accordance with this Agreement;

(d) full details in respect of the Pharmaceutical supplied to that Health NZ Hospital in accordance with this Agreement, including the:

  (i) Health NZ Hospital item codes;

  (ii) quantity of the Pharmaceutical supplied;

  (iii) price of the Pharmaceutical;

  (iv) cost of freight for orders that included the Pharmaceutical (only where applicable under clause 2.2(b) above);

(v) total cost for the total amount of the Pharmaceutical supplied; and

(e) any other information that Health NZ Hospital requires you to supply.

(f) The provisions of clause 2.8 do not apply to the extent that both parties have agreed to alternative or varied invoicing arrangements in respect of a particular Pharmaceutical.

2.9 Payment by hospitals

(a) Provided that the Pharmaceutical has been supplied in accordance with this Agreement, and the particular Health NZ Hospital receives an invoice in accordance with clause 2.8 above, payment by the Health NZ Hospital to you of the amount required to be paid by it is expected to occur:

(i) by electronic funds transfer or such other method of payment as is designated by that Health NZ Hospital;

(ii) on the 20th day of the month following the month to which the invoice for the Pharmaceutical relates, or, if the 20th day of the month is not a Business Day, then on the next Business Day following the 20th of the month.

(b) Where you invoice a Health NZ Hospital later than the 10th day following the month to which the invoice in respect of the Pharmaceutical relates then, provided that the Pharmaceutical has been supplied in accordance with this Agreement, and the invoice otherwise accords with clause 2.8 above, payment by the Health NZ Hospital to you of the amount required to be paid by it is expected to occur:

(i) by electronic funds transfer or such other method of payment as is designated by that Health NZ Hospital;

(ii) on the 20th day of the month following the month in which you invoice the Health NZ Hospital for the Pharmaceutical, or, if the 20th day of the month is not a Business Day, then on the next Business Day following the 20th of the month.

2.10 Future payment by hospitals

(a) A particular Health NZ Hospital's failure to dispute any invoice prior to payment does not prejudice that Health NZ Hospital's right subsequently to dispute the correctness of such an invoice, nor its ability to recover any amount of overpayment from you.

(b) A Health NZ Hospital may withhold, deduct or set off the amount of any overpayment or any amount recoverable by that Health NZ Hospital from you under this Agreement from any future amount owing to you.

3. Principal Supply Status

3.1 Principal Supplier

(a) Subject to:

(i) Pharmac's other rights under this Agreement in relation to the Pharmaceutical; and

(ii) this clause 3 of Schedule Four relating to the Alternative Brand Allowance,

Pharmac will not subsidise another supplier's brand of the Pharmaceutical on the Pharmaceutical Schedule and/or Health NZ Hospitals will not purchase another supplier's brand of the Pharmaceutical, at any time during the Principal Supply Period.

(b) This clause does not prohibit Pharmac from entering into negotiations or arrangements with, or inviting tenders from, other suppliers to be the principal supplier of any forms and strengths of the Chemical Entity, if such supply commences after the end of the Principal Supply Period.

(c) For the avoidance of doubt, Pharmac may lower the subsidy applicable to a Pharmaceutical during the Final Transition Period as it sees fit, including lowering the subsidy of a Pharmaceutical as a result of the implementation of new tender arrangements.

(d) You shall have Principal Supply Status during the Principal Supply Period, which shall be subject to the Alternative Brand Allowance, where other supplier brands of the Pharmaceutical may be subsidised in the community and/or purchased by Health NZ Hospitals.

(e) The Alternative Brand Allowance referred to in paragraph (a) above is specified as a percentage of the Total Pharmaceutical Volume for the Pharmaceutical, that percentage being as set out in Schedule Two.

(f) You acknowledge and agree that any other supplier brands of the Pharmaceutical may be concurrently listed on the Pharmaceutical Schedule at any time during the First Transition Period, the Principal Supply Period and the Final Transition Period and your rights under this Agreement do not extend to an exclusive listing of the Pharmaceutical on the Pharmaceutical Schedule.

3.2 Exceptions to Principal Supply Status

(a) Pharmac may, from time to time during the Principal Supply Period or the First Transition Period, amend the Alternative Brand Allowance for the Pharmaceutical after consultation with a relevant medical adviser (being either the Ministry of Health, PTAC or its Specialist Advisory Committees), provided that Pharmac may only increase the Alternative Brand Allowance without your prior agreement if it has a direction to that effect from Medsafe or its successor, or a recommendation that it do so from PTAC or its Specialist Advisory Committees, based on a significant clinical issue.

(b) Subject to clause 3.3 of this Schedule, you acknowledge and agree that while you have Principal Supply Status:

(i) other supplier brands of the Pharmaceutical may be subsidised in the community and/or purchased by Health NZ Hospitals, subject to the Alternative Brand Allowance; and

(ii) without derogating from any other rights available to Pharmac or Health NZ under this Agreement or otherwise, if you fail to supply the Pharmaceutical in accordance with this Agreement (other than for a reason that Pharmac reasonably considers, following discussion with you, to be wholly outside your control) at any time during the Principal Supply Period, then the Alternative Brand Allowance shall not apply and other supplier brands of the Pharmaceutical may be subsidised in the community and/or purchased by Health NZ Hospitals without limitation during that period of non-supply and any calculation performed in accordance with clause 3.3 below shall exclude that period of non-supply.

3.3 Principal Supply Status Monitoring

(a) If you reasonably believe that the percentage usage of other supplier brands of the Pharmaceutical subsidised in the community and/or purchased by Health NZ Hospitals exceeds the Alternative Brand Allowance for a particular Pharmaceutical during the Principal Supply Period, you may at any date after a three (3) month period following the end of any Relevant Period, request that Pharmac carry out calculations for that Relevant Period in accordance with the procedure set out in this clause 3.3, and Pharmac may, acting reasonably, agree to carry out such calculations, provided that if Pharmac refuses to carry out such calculations, it will provide you with the reasons for refusing to do so. For the avoidance of doubt, where you have Principal Supply Status for both community and hospital supply of a Pharmaceutical, Pharmac will carry out any calculations for those markets in combination, with a single, combined figure to be used for each of Total Pharmaceutical Volume and Total Brand Allowance Pharmaceutical Volume when carrying out the calculations below.

(b) Within 30 Business Days of Pharmac accepting your request to carry out calculations in accordance with paragraph (a) above, Pharmac shall carry out the following calculations for the Relevant Period in question:

(i) (Total Brand Allowance Pharmaceutical Volume / Total Pharmaceutical Volume) x 100 = Brand Allowance Indicator;

(ii) Brand Allowance Indicator – Alternative Brand Allowance = Brand Differential

(c) In the event the Brand Differential is a number greater than zero i.e. a positive amount, Pharmac shall carry out the following calculations for the Relevant Period in question:

(i) Total Pharmaceutical Volume / 100 = Volume Multiplier;

(ii) Volume Multiplier x Brand Differential = Eligible Volume;

(iii) (Eligible Volume x Unit Price and/or Unit Subsidy) / 2 = Brand Compensation

(d) Pharmac will notify you in writing of any Brand Compensation payable or not in accordance with paragraphs (b) and (c) above and will provide you with the details of the relevant party or parties to be invoiced for any Brand Compensation payable. Following such notification to you from Pharmac, you may invoice the relevant party or parties for the Brand Compensation.

(e) You acknowledge and agree that the data extracted from the records used by Pharmac are the best data and those records are the best records, for the purposes of carrying out the calculations.

(f) You may, within 10 Business Days following notification of the outcome of the calculations in accordance with paragraph (d) above (the "**Calculation**"), notify Pharmac in writing that you dispute the particular Calculation and that you require an audit of that Calculation to be carried out. If you do give a notice to Pharmac under this clause within that 10-Business Day period, then the following provisions are to apply:

(i) The audit is to be carried out by an independent person jointly approved by us or, if there is no agreement on a mutually acceptable person within 5 Business Days of the date of your notice under this clause, then by an independent person nominated for that purpose by the President for the time being of the Chartered Accountants Australia and New Zealand (CA ANZ).

(ii) The independent person is to audit the particular Calculation, which is disputed by you, based on all relevant electronic data which is extracted by Pharmac from the records maintained by it. For the avoidance of doubt, the independent person will have no right to inspect, review or have access to the written prescriptions on which the data extracted by Pharmac from those electronic records are based, nor any right to request copies of those written prescriptions.

(iii) In carrying out the audit, the independent person is to be considered as acting as an expert and not as an arbitrator.

(iv) The independent person will be required to complete the audit, and to provide us with a written determination in that regard, within 5 Business Days of receiving all the information required by the independent person to make a determination and, in any case, no later than 10 Business Days from the date of his or her acceptance of appointment or nomination under this clause, unless we agree otherwise. The independent person's determination of the particular Calculation is to be final and binding on both of us.

(v) The costs incurred by the independent person in completing the audit are to be met by you, irrespective of the outcome of the audit.

3.4 Withdrawal of Principal Supply Status

(a) Pharmac may withdraw Principal Supply Status in relation to the Pharmaceutical (in which case clauses 3.1 and 3.3 of this Schedule Four will no longer apply), by written notice to you at any time during the Principal Supply Period or (in anticipation) during the First Transition Period in the event of a Supply Issue, or in accordance with any advice from Medsafe or clinical advice, based on patient safety or any other clinical reasons.

(b) Any withdrawal of Principal Supply Status is without prejudice to Pharmac's rights under clauses 5.5 and 5.6 of this Schedule Four.

3.5 Suspension of Principal Supply Status

(a) Pharmac may suspend Principal Supply Status in relation to the Pharmaceutical, by written notice to you at any time during the Principal Supply Period or (in anticipation) during the First Transition Period in the event of a Supply Issue, or in accordance with any advice from Medsafe or clinical advice, based on patient safety or any other clinical reasons.

(b) Any suspension of Principal Supply Status is without prejudice to Pharmac's rights under clauses 5.5 and 5.6 of this Schedule Four.

(c) Pharmac may, at any time, in its sole discretion, notify you of the date on which the suspension of Principal Supply Status under this clause 3.5 ceases and on which date:

(i) Principal Supply Status is to be re-implemented in respect of the Pharmaceutical; or

(ii) Principal Supply Status is to be withdrawn in accordance with clause 3.4 of this Schedule Four.

3.6 Subsidy and supply arrangements after the End Date

(a) Subject to paragraphs (b) and (c) below, the Pharmaceutical is to continue to be the subject of a listing agreement between you and Pharmac with effect from the End Date, and accordingly:

(i) you will cease to have Principal Supply Status for that form and strength of the Chemical Entity or you will cease to have Principal Supply Status for hospital supply in respect of an item conforming to the individual specifications described for the item in the product list in clause 2 of Schedule Two which the Pharmaceutical was listed as conforming with (in the case of any Pharmaceutical that is a Medical Device);

(ii) the Pharmaceutical will remain listed in the Pharmaceutical Schedule subject to the current standard terms Annex of Pharmac's Agreement for the listing of Pharmaceutical(s) on the New Zealand Pharmaceutical Schedule contract template;

(iii) you may increase the price ex-manufacturer (exclusive of GST) at which you sell or supply, or make available for supply or sale, by you, to:

(A) in relation to community supply, any wholesalers and other such distributors; or

(B) in relation to hospital supply, Health NZ Hospitals, any wholesalers and other such distributors,

on giving Pharmac six months' written notice of that price increase. You may provide Pharmac with this written notice at any time after, but not before, the End Date, subject to sub-paragraphs (A) to (C) as follows:

(A) Pharmac reserves the right to consult on any subsidy increases prior to determining whether to increase the subsidy for the Pharmaceutical to the new price notified under this paragraph (a)(iii);

(B) Where you increase the price at which you supply the Pharmaceutical under this paragraph (a)(iii), you will not subsequently increase the price at which you supply the Pharmaceutical for at least 12 months from the effective date of the price increase;

(C) Where you did not obtain Market Approval and all necessary Consents for the Pharmaceutical within 12 months following the Deadline, you may not provide six months' written notice of any price increase until a date on or after 12 months following the End Date.

(iv) if Pharmac does not increase the subsidy or price for the Pharmaceutical to the new price notified under paragraph (a)(iii) above, you may withdraw the Pharmaceutical from supply on not less than six months' prior written notice;

(v) if Pharmac does increase the subsidy or price for the Pharmaceutical to the new price notified under paragraph (a)(iii) above, you may withdraw the Pharmaceutical from supply on not less than two years' prior written notice (except where the withdrawal is due to a Force Majeure Event); and

(vi) if at the time of providing notice under paragraph (a)(v) above, you advise Pharmac that you are required to purchase a significant quantity of extra stock of the Pharmaceutical to enable you to continue to supply for the two-year period, and you advise Pharmac of the total cost of that stock, Pharmac will either:

(A) use reasonable endeavours to enter into an agreement to reimburse you for stock that remains unsold at the end of that two-year period; or

(B) release you from your obligations to supply under this paragraph (a).

(b) Pharmac may at its sole discretion, with effect from the End Date:

(i) require that the Pharmaceutical does not continue to be the subject of a listing agreement, in which case Pharmac will give you written notice not less than three months prior to the End Date; and/or

(ii) apply any of the strategies under Pharmac's then current OPPs to the Pharmaceutical (including delisting the Pharmaceutical after the Final Transition Period).

(c) In the event Pharmac applies any of the strategies described in paragraph (b)(ii) above, you may withdraw the Pharmaceutical from supply on not less than six months' prior written notice. You may provide Pharmac with this written notice at any time after, but not before, the date that the particular strategy takes effect in the Pharmaceutical Schedule.

(d) Where a Pharmaceutical is designated an ASP, Pharmac will provide at least two months' written notice of another supplier's brand of the Pharmaceutical being listed on the Pharmaceutical Schedule and a seven-month initial transition period.

4. Reporting

4.1 Information

(a) You agree to provide any information related to the Pharmaceutical and its listing that Pharmac reasonably requests, in such manner and timeframe as Pharmac reasonably requests.

(b) In particular, and without limiting the generality of clause 4.1(a) above, you:

(i) acknowledge that Pharmac requires the provision of Unique Product Identifiers in order to implement the listing of each Pharmaceutical and you agree to obtain and notify Pharmac of the Unique Product Identifiers of each Pharmaceutical as follows:

(A) for brand changes, no later than the earlier of:

- the 12th of the month following the Market Notification Date; or
- the 5th of the month immediately prior to the Start Date;

(B) for price changes, on the 12th of the month prior to the Start Date.

For the avoidance of doubt, this requirement does not apply in relation to any Pharmaceutical that is a Medical Device;

(ii) agree to provide Pharmac with digital photos of the Pharmaceutical (e.g. tablet, vial or patch) and its associated packaging, which will be supplied to the New Zealand market, when the Pharmaceutical is available for distribution in New Zealand. If any changes are made to the Pharmaceutical or its associated packaging whilst the Pharmaceutical is listed on the Pharmaceutical Schedule, you shall provide Pharmac with updated digital photos as soon as practicable following those changes being implemented;

(iii) agree that in the event that you supply an Alternative Pharmaceutical in accordance with this Agreement, or in the event of a Changed Medicine Notification for a Pharmaceutical, you must notify Pharmac of any changed Unique Product Identifiers (or advise if there is no change) as soon as practicable;

(iv) acknowledge that in the event the listing of the Pharmaceutical includes Special Authority criteria or any other access criteria, you must, for the duration that the Pharmaceutical is listed:

(A) notify Pharmac in the event the Data Sheet is amended in a manner which, when considered in the context of any current Special Authority criteria or other current access criteria, could impact on patient safety; and

(B) provide Pharmac with a summary of the amendment to the Data Sheet as set out in clause 4.1(b)(iv)(A) above;

Following the notification in clause 4.1(b)(iv)(A) Pharmac reserves the right at its sole discretion to amend the Special Authority criteria or any other access criteria for the Pharmaceutical based on patient safety;

(v) acknowledge that Pharmac may require stock reports and batch details held by you for the Pharmaceutical and you agree to provide all such stock reports and batch details to Pharmac upon request;

(vi) acknowledge that Pharmac may require price and volume data held by you relating to sales of the Pharmaceutical and you agree to provide all such price and volume data to Pharmac upon request; and

(vii) agree that Health NZ may provide Pharmac and its agents with any price and volume data held by Health NZ in respect of the Pharmaceutical, and Pharmac may share any price and volume data held by Pharmac with Health NZ.

4.2 Supply Issues Reporting

(a) You must send a Supply Issues Report to Pharmac in accordance with clause 5.3(a)(ii) of this Agreement or otherwise at Pharmac's request.

(b) The Supply Issues Report must be provided to Pharmac in any form notified by Pharmac to you. Unless notified otherwise, the Supply Issues Report must include the following information:

(i) average usage of the Pharmaceutical in New Zealand;

(ii) quantity of Pharmaceutical stock:

(A) held by you (or on your behalf) in New Zealand;

(B) held by you (or on your behalf) in other international markets, and available for supply in New Zealand; and

(C) held by any wholesalers in New Zealand;

(iii) reason for the Supply Issue;

(iv) when the Supply Issue occurred;

(v) expected delivery dates of the Pharmaceutical to New Zealand;

(vi) expected date of authorised release into the New Zealand market (including the date on which the Pharmaceutical is expected to be available for supply) and any applicable supporting evidence, for example export and import licences or other official authorisations and customs formalities necessary for the exportation and importation of the Pharmaceutical;

(vii) the estimated duration of the Supply Issue; and

(viii) any steps that you have taken or will take to mitigate the risk that you may fail to supply a Pharmaceutical.

(c) You acknowledge that Pharmac may wish to engage with you in respect of any steps that you advise Pharmac of under clause 4.2(b)(viii) above or any other steps that may be required to mitigate the risk that you may fail to supply the Pharmaceutical, and you agree that you will engage and cooperate with Pharmac in relation to all such actual and proposed mitigation activities.

5. Supply Obligations and Managing Supply Issues

5.1 Stock Holdings

The minimum stock holding of the Pharmaceutical that must be held by you (or on your behalf) in New Zealand and available for supply is set out in each of the rows in the table below. For the avoidance of doubt:

(a) each minimum stock holding specified in the table in respect of an ASP or non-ASP Pharmaceutical is independent and separate from the other minimum stock holdings specified in the table, such that a failure to meet any of these minimum stock holding requirements for (as applicable) an ASP or non-ASP Pharmaceutical will be a Supply Issue; and

(b) the minimum stock holdings set out in the table refer to stock physically held by you or on your behalf in New Zealand and do not include stock held in New Zealand by any wholesalers or other parties.

Stock Holding Type	**Community and/or Hospital Supply**	**Minimum Stock Holding**
General (non-ASP) stock holding requirement	Community or hospital supply	Two-thirds of your most recent three months' total Unit sales of the Tender Item
ASP	Community or hospital supply	Your most recent four months' total Unit sales of the Tender Item
General (non-ASP) stock holding requirement	Community or hospital supply	Forecast sales demand in respect of the next two-month period is greater than your stock of the Pharmaceutical
ASP	Community or hospital supply	Forecast sales demand in respect of the next four-month period is greater than your stock of the Pharmaceutical
General (non-ASP) stock holding requirement	Hospital	The average volume of stock of the Pharmaceutical required to supply the entire Health NZ Hospital market for the Pharmaceutical for any given two-month period
ASP	Hospital	The average volume of stock of the Pharmaceutical required to supply the entire Health NZ Hospital market for the Pharmaceutical for any given four-month period
General (non-ASP) stock holding requirement	Community	One-sixth of the Unit Volume

ASP	Community	One-third of the Unit Volume
General stock holding requirement (ASP and non-ASP)	Community or hospital supply	Insufficient to enable you to fully fill all orders as they are received (without restricting quantities that may be ordered)
New Zealand manufactured products (ASP and non-ASP)	Community or hospital supply	Forecast sales demand in respect of the next two-month period is greater than your stock of the Pharmaceutical; or you have insufficient stock to enable you to fully fill all orders as they are received; or your stock of the active pharmaceutical ingredient taking into account manufacturing and stock on hand falls below two months stock for the Pharmaceutical in New Zealand

5.2 Continuity of Supply

(a) You must supply, and continue to supply, the Pharmaceutical on the terms set out in this Agreement.

(b) You warrant that you have entered into all contractual and other arrangements to the extent necessary, including licence and supply agreements with third parties, to ensure that you will meet all of your obligations under clause 5.2(a) above and this Agreement generally.

5.3 Notification

(a) You must:

(i) notify Pharmac as soon as you become aware of a Supply Issue; and

(ii) send a Supply Issues Report to Pharmac within 2 Business Days of becoming aware of a Supply Issue.

(b) In the event that you consider (acting reasonably) that any circumstances or events may result in a Supply Issue you must notify Pharmac in writing as soon as practicable, including (but not limited to) any of the following circumstances:

(i) you plan any changes to your supply chain, for example but not limited to a change in manufacturing site, in respect of the Pharmaceutical;

(ii) you plan any changes to your ordering or delivery systems;

(iii) you plan to re-structure your organisation; or

(iv) you plan to change the presentation of the Pharmaceutical, including the brand name, pack size, packaging and strength.

(c) After giving Pharmac notice in accordance with clauses 5.3(a)(i) and/or 5.3(b), you must comply with all reasonable requests by Pharmac in respect of steps that may be required to mitigate the risk that you may fail to supply the Pharmaceutical.

5.4 Managing Supply Issues

(a) In addition to your obligations set out in clause 5.3 you must comply with the obligations set out in this clause 5.4.

(b) In the event of:

(i) a decision or notification by Medsafe or any other authorities to recall the Pharmaceutical; or

(ii) the withdrawal of any Consent or Market Approval for the Pharmaceutical,

you must use your best endeavours to engage and co-operate with Medsafe and any other relevant authorities and must, at all times, meet all your regulatory obligations.

(c) In the event a Supply Issue actually results in a failure to supply, or you have reason to believe may cause you to fail to supply, the Pharmaceutical in accordance with the terms of this Agreement, then:

(i) subject to the prior written consent of Pharmac, you must use your best endeavours to procure, within what Pharmac considers to be a reasonable period of time, an Alternative Pharmaceutical for supply to:

(A) any wholesalers and other such distributors; and

(B) any Health NZ Hospital,

at the Price; and

(ii) if you fail to procure an Alternative Pharmaceutical at the Price and within the timeframe in accordance with clause 5.4(c)(i) above then Pharmac may implement an arrangement with another supplier to supply an Alternative Pharmaceutical (including an arrangement for back-up supply) and you must pay to Pharmac any additional costs, fees and/or expenses incurred by Health NZ or Pharmac as a result of the purchase of the Alternative Pharmaceutical over and above the costs that would have been incurred by Pharmac had you supplied the Pharmaceutical.

(d) In the event Pharmac receives information that indicates that you may fail to supply a Pharmaceutical in accordance with this Agreement (whether you notify Pharmac under this Agreement or otherwise), you agree that Pharmac may inform other interested parties who may be impacted, including providing other suppliers with sufficient information to allow those suppliers to adequately prepare for a potential change in demand.

5.5 Indemnity

You agree to indemnify Pharmac and Health NZ (as applicable) for any damages, liability, loss, cost (operational or otherwise) or expense awarded against, incurred or suffered by Pharmac and/or Health NZ as a result of or arising from a Supply Issue (other than a Supply Issue resulting directly from a Force Majeure Event). This indemnity shall be deemed to indemnify Pharmac and Health NZ for all additional costs, including all costs incurred by

Pharmac and/or Health NZ as a result of the purchase of the Alternative Pharmaceutical that are additional to any costs specified in clause 5.6.

5.6 Liquidated Damages

(a) Subject to clause 5.6(c) and clause 5.6(d), for each and every Supply Issue which actually results in a failure to supply the Pharmaceutical (other than a Supply Issue resulting directly from a Force Majeure Event) you must pay to Pharmac liquidated damages (plus GST (if any)) of $50,000 to cover Pharmac's administrative and/or operational costs.

(b) You acknowledge that Pharmac's right to claim the full liquidated damages amount specified in clause 5.6(a) in these circumstances reflects Pharmac's legitimate interests in securing delivery of the Pharmaceutical by the relevant date and in accordance with the terms of this Agreement and is proportionate to those interests during the period, and in the circumstances, in which the liquidated damages are payable under this clause 5.6.

(c) Liquidated damages are payable where you have not:

(i) notified Pharmac under and in accordance with clause 5.3; and/or

(ii) complied with all reasonable requests by Pharmac in respect of steps that may be required to mitigate the risk that you may fail to supply the Pharmaceutical.

(d) Pharmac may, in its sole discretion, require you to pay less than the amount specified as liquidated damages in clause 5.6(a) if Pharmac is satisfied that the actual costs in the circumstances are less than this amount.

5.7 Interest

If payment of any amount required to be paid by you under clauses 5.5 or 5.6 is not made by you, in full, by the due date for payment of that amount as notified to you in writing by Pharmac, then:

(a) interest will accrue on such sum as remains unpaid at a rate per annum equal to the Default Interest Rate, calculated and compounded on a daily basis, from the due date until such time as the sum due (including interest) is paid in full. This obligation to pay default interest is to arise without the need for a notice or demand from Pharmac for such default interest and does not limit any other right or remedy of Pharmac; and

(b) Pharmac may take any action, including legal action, without first needing to implement the dispute resolution procedure contained in clause 6.4, to recover that unpaid amount and you agree to pay to Pharmac actual enforcement costs incurred in relation to that action.

6. General Obligations

6.1 Shelf-life of Pharmaceutical

You will not supply the Pharmaceutical:

(a) if the remaining shelf-life of that Pharmaceutical is less than 6 months; or

(b) where the total shelf-life of that Pharmaceutical is less than 6 months, the remaining shelf-life is less than 75% of that Pharmaceutical's total shelf-life,

without prior written agreement from Pharmac or the applicable Health NZ Hospital.

6.2 Consents

(a) Prior to the Start Date you must obtain:

(i) Market Approval for the Pharmaceutical;

(ii) any Consent required for the supply of the Pharmaceutical; and

(iii) any other Consent Pharmac requires you to have or hold.

(b) You must maintain Market Approval and any other Consent specified in clauses 6.2(a)(ii) and 6.2(a)(iii) for the Pharmaceutical for the duration the Pharmaceutical is listed.

6.3 Health and Safety

Where delivery of the Pharmaceutical (or provision of any related services described in this Agreement) occurs within the facilities of a Health NZ Hospital, you and your Personnel will comply with all relevant health and safety requirements, including:

(a) the Health and Safety at Work Act 2015 and all regulations made under that Act; and

(b) any policies and procedures communicated to you by the Health NZ Hospital.

6.4 Dispute Resolution

If there is a dispute between you and Pharmac arising out of, or in connection with, this Agreement, neither of the parties is to commence any proceedings relating to that dispute until the following procedure has been complied with:

(a) The party claiming a dispute has arisen must give written notice to the other party specifying the nature of the dispute.

(b) You and Pharmac will endeavour, in good faith, to resolve the dispute referred to in the notice by using informal dispute resolution techniques.

(c) If you and Pharmac have not resolved the dispute within 14 days after the date notice of a dispute was given, the parties may agree that the dispute is to be:

(i) mediated according to the standard mediation agreement of the Resolution Institute (a body corporate incorporated in Australia and registered as an overseas company in New Zealand), and the Chair of the Resolution Institute

(or the Chair's nominee) will select the mediator and determine the mediator's remuneration, if you and Pharmac are unable to agree on such matters; or

(ii) submitted to arbitration in accordance with the Arbitration Act 1996, with such arbitration being conducted by a single arbitrator to be agreed on by the parties or, failing agreement, the Chair of the Resolution Institute (or the Chair's nominee) will select the arbitrator.

(d) A party seeking urgent interlocutory relief may, by notice to the other party, elect not to comply with the provisions of this clause, but only to the extent of the relief sought, and only for the period required to dispose of the application for interlocutory relief.

(e) Pending resolution of the dispute, this Agreement will remain in full effect without prejudicing the parties' respective rights and remedies (including Pharmac's rights under its OPPs).

6.5 Litigation Support

If this Agreement or its terms (including the basis on which a Pharmaceutical is listed):

(a) give rise to proceedings being issued, or any claim being made, against Pharmac; or

(b) results in Pharmac being made a party to any proceedings issued, or claim made, by a third party,

you will give Pharmac all assistance it reasonably requires for the purpose of the handling of any negotiations and/or litigation related to those proceedings or any claim.

6.6 Listing in the Pharmaceutical Schedule of a PCT

(a) Where the Pharmaceutical is a PCT and supplied in a Health NZ Hospital, you acknowledge and agree that Pharmac may list the Pharmaceutical in the community setting of the Pharmaceutical Schedule:

(i) at a price that is equal to (or subject to your agreement, less than) the Price;

(ii) subject to the rules and restrictions applying to PCTs in the Pharmaceutical Schedule.

(b) If Pharmac lists the Pharmaceutical in the community setting of the Pharmaceutical Schedule pursuant to paragraph (a) above, you acknowledge and agree that:

(i) such listing will be for reasons relating to claiming and will not, unless otherwise advised in writing by Pharmac, enable you to supply the Pharmaceutical for use in the community;

(ii) listing of the Pharmaceutical in the community setting will, at Pharmac's option, be additional to or instead of listing in the hospital setting; and

(iii) references to the "listing" of the Pharmaceutical will, where applicable, be to the listing of the Pharmaceutical in the community setting of the Pharmaceutical Schedule (and references to "list", "listed", "delist", "delisted", and "delisting" are to be interpreted accordingly).

6.7 Guarantee

(a) Pharmac may require an entity acceptable to it to provide a guarantee (in a form satisfactory to Pharmac) of your performance obligations under clauses 5.5 and 5.6 of this Schedule including, without limitation, the payment of any sum payable under the indemnity or as liquidated damages pursuant to those clauses for any failure to supply the Pharmaceutical in accordance with this Agreement during the Principal Supply Period.

(b) The guarantor's liability under such a guarantee will be limited to a total of $100,000 per Pharmaceutical for all claims made by Pharmac under the guarantee.

7. General Terms

7.1 No Derogation

The express provision of a remedy for, or consequence of, breach of any term of this Agreement does not derogate from, or limit, any other legal right or remedy available to Pharmac under this Agreement or otherwise in respect of such breach.

7.2 No Waiver

A failure or delay by either you or Pharmac to exercise any right arising under this Agreement is not a waiver of that right, and a waiver of a breach of this Agreement is not a waiver of any other breach.

7.3 Remedies Cumulative

Except as is expressly stated otherwise in this Agreement:

(a) the rights, powers and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers or remedies provided by law or under this Agreement; and

(b) the exercise of any of the rights, powers and remedies provided in this Agreement will not prejudice the exercise of any other right, power or remedy under this Agreement or existing at law.

7.4 Entire Agreement

This Agreement:

(a) is the entire agreement between you and Pharmac regarding the terms on which the Pharmaceutical is listed; and

(b) supersedes and extinguishes all prior agreements and understandings between you and Pharmac, and between you and Health NZ, and any prior agreements and understandings originally entered into between you and district health boards (as applicable), regarding the Pharmaceutical and the subject matter contained herein.

7.5 Advertising

You must ensure that any Advertisement aimed at consumers of the Pharmaceutical does not breach any applicable statute, regulation or industry standard, including the Advertising Standards Authority Codes of Practice and the Medicines New Zealand Code of Practice.

7.6 Contracts Privity

(a) You and Pharmac acknowledge that your obligations in this Agreement constitute promises and obligations which confer or are intended to confer a benefit on Health NZ and related persons, and are enforceable by Health NZ and any such persons pursuant to Part 2, subpart 1 of the Contract and Commercial Law Act 2017 (Contractual Privity).

(b) Except as expressly provided in clause 7.6(a) above, the parties do not intend to create rights in, or grant remedies to, any third party as a beneficiary to this

Agreement, and all of the provisions of this Agreement shall be for the sole and exclusive benefit of the parties.

(c) You acknowledge that Pharmac may pursue damages or any other claim (including injunctive or other such relief) under this Agreement on its own account and/or on behalf of Health NZ.

7.7 No Reliance

You acknowledge that you have entered into this Agreement in reliance on your own knowledge, skill and independent advice, and not in reliance on any representations made, or any information made available to you, by Pharmac.

7.8 Amendments

Amendments to this Agreement must be in writing.

7.9 Assignment

You will not permit this Agreement, or any part of this Agreement, to be transferred or assigned (either directly or due to a change of control) without Pharmac's prior written consent (such consent not to be unreasonably withheld). Any such consent may be given subject to such reasonable conditions as Pharmac sees fit.

7.10 Further Assurances

You and Pharmac agree to execute any further documents and do any further acts as may be reasonably necessary from time to time to give effect to the terms and intentions of this Agreement.

7.11 Specific Performance

You acknowledge that in the event of any breach or threatened breach of this Agreement by you, damages may not be an adequate remedy and Pharmac may seek specific performance of the terms of this Agreement or injunctive relief or any other similar remedy, in addition to any other rights, powers or remedies provided under this Agreement or by law (including equity).

7.12 Agreement Prevails

Where any of your terms of supply, for example on invoices or any purchase orders, conflict or are inconsistent with any of the terms of this Agreement, the terms of this Agreement will prevail.

Schedule 5: Additional Special Terms

1. Somatropin

You shall provide the following resources and related products at no cost for the Pharmaceutical somatropin:

- the provision of education, training and support Resources to endocrinologists, paediatric endocrinologists, nurses, pharmacies and patients in respect of the use of somatropin;
- the Resources shall be provided to all endocrinologists, paediatric endocrinologists, nurses, pharmacies and patients in New Zealand or upon request by any relevant party;
- the Resources shall be provided to patients when their prescription is filled and directly to all endocrinologists, paediatric endocrinologists, nurses and pharmacies before the commencement of the Principal Supply Period;
- the provision of Related Products for your proposed brand of somatropin for the benefit of patients, in respect of the use of somatropin. The Related Products shall be delivered to the nominated delivery address of the prescribed patient.

For the purposes of this clause:

“Resources” shall include but not be limited to the:

- provision of patient training and medical education and support for endocrinologists, paediatric endocrinologists, nurses and pharmacies on the use of somatropin devices, including a requirement for clinical educators to talk specifically with patients and for an 0800 number to be available for patients to contact with any further queries;
- provision of training materials (DVDs, pamphlets, leaflets, brochures) to new patients;
- provision of presentations and/or demonstrations on the use of somatropin devices to patients and/or healthcare professionals; and

“Related Products”, which shall be inclusive of the replacement of any defective Related Product, shall include but not be limited to devices, needles, needle clippers, sharps bins, and other products which are required for the safe treatment of your brand of somatropin.