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7 July 2026

Penny Claridge
Via email: fyi-request-34796-dfb4835c@requests.fyi.org.nz

Tēnā koe Penny

Request for information: India FTA Implications, and advance purchase agreement framework

Thank you for your request dated 29 May 2026 under the Official Information Act 1982 (OIA) for information relating to Vaccines and India Free Trade Agreement implications, and advance purchase agreement frameworks. We wrote to you on 29 June 2026, notifying you of your decision to extend the period of time available to respond to your request under section 15A of the OIA. Each part of your request is answered below:

Pursuant to the Official Information Act 1982, I request the following information:

All internal briefing papers, policy documents, legal opinions, or board papers prepared by Pharmac regarding the implications of the New Zealand-India Free Trade Agreement's pharmaceutical and medical devices provisions - specifically the GMP mutual recognition and regulatory acceptance provisions - for Pharmac's competitive procurement processes for vaccines, during the period 1 January 2024 to date.

An excerpt has been released in accordance with section 16(1)(e) of the Act, with information deemed out of scope of your request excluded. You will find this attached at the end of this letter.

All internal documents, briefing papers, or board papers that address the question of whether Indian pharmaceutical manufacturers - including specifically the Serum Institute of India - would be eligible to participate in future Pharmac vaccine procurement processes under the terms of the NZ-India FTA, and on what regulatory basis.

Section 18(e) of the OIA applies as none of the requested information exists within Pharmac for this part of your request.

A summary of the legal and procedural framework under which Pharmac's normal competitive procurement processes can be suspended or bypassed in the event of a declared public health emergency, including:

- a. The statutory basis for any such suspension.*
- b. The authority (Minister, Director-General, or other) required to activate emergency procurement.*
- c. Whether Pharmac has developed or updated any emergency procurement protocols since the conclusion of the COVID-19 pandemic response.*

Please refer to this publicly available information Emergency Procurement Guide for Government for parts (A) and (B) of this request:

<https://www.procurement.govt.nz/guides/emergency-procurement/>

Turning to part (C) of your request, as Pharmac are a mandated agency, we are guided by the Government Procurement Rules to inform our procurement activities, including emergency procurement. We don't have a bespoke solution for Pharmac. We have a unique role in the health system whereby our contracts give effect to continuity of supply of pharmaceuticals for New Zealanders. Emergency procurement of pharmaceuticals is relevant in this context, and we have processes in place to enable us to do this under our agreements.

The complete terms of the current Principal Supply agreement with Pfizer for the Comirnaty COVID-19 vaccine (awarded August 31, 2025), including:

- a. Contract value.*
- b. Volume commitments.*
- c. Indemnity provisions (if any).*
- d. Intellectual property terms.*
- e. Termination clauses.*

Note: I acknowledge that Pharmac has previously withheld contract terms on commercial sensitivity grounds. I request that Pharmac reassess this position in light of the public interest in transparency regarding publicly-funded vaccine procurement, and that any decision to withhold be accompanied by a full explanation of how commercial sensitivity outweighs the public interest under section 9(1) of the Official Information Act 1982.

Under our contract negotiation model, the actual prices paid for products are considered commercially sensitive and their disclosure would impact Pharmac's ability to negotiate for products in the future. This is because Pharmac and suppliers operate in a competitive international environment. The terms with any given supplier, including clauses relating to price, reflect heavily negotiated outcomes. If the pricing terms agreed by Pharmac with one supplier become known, other suppliers in negotiation with Pharmac could use this information for a commercial advantage. Suppliers could also be reluctant to offer Pharmac favourable terms (including prices) if they expected that those terms could be used by overseas purchasers to leverage comparable concessions in their own negotiations with those suppliers. Pharmac therefore needs to balance the need to respect the confidential or sensitive nature of information it holds, while seeking to achieve transparency and ensuring it complies with its legal obligations. The commercial sensitivity of the contractual arrangements is not limited to clauses relating to price. Non price terms are also often heavily negotiated.

We have attached the template agreement below that was used as the starting point for the agreement and which subsequently formed the basis for negotiations between Pharmac and Pfizer. This is used for the ongoing provision of vaccine supply from 1 February 2026: www.pharmac.govt.nz/assets/Schedule-5_proposed-terms-and-conditions-for-supply-of-COVID-19-vaccines

The final executed agreement is withheld under section 9(2)(i) of the Official Information Act, to enable Pharmac to carry on commercial activities without prejudice or disadvantage, and section 9(2)(j), to enable Pharmac to carry on negotiations without prejudice or disadvantage.

The terms ultimately agreed between the parties reflect commercially sensitive negotiations and disclosure of the final contract could reasonably be expected to prejudice Pharmac's ability to negotiate effectively with suppliers in the future. Release of this information would be likely to disadvantage Pharmac in future commercial dealings and procurement activities by revealing negotiated positions, contractual arrangements, and other commercially sensitive information.

In making this decision, Pharmac has considered the public interest in release of the information under section 9(1) of the Official Information Act and does not consider that the public interest considerations outweigh the need to withhold the information.

All correspondence between Pharmac and Helen Clark - in any capacity - regarding vaccine procurement, the NZ-India FTA, or pandemic preparedness, during the period 1 January 2024 to date.

Section 18(e) of the OIA applies as none of the requested information exists for this part of your request.

Please note, you have the right to make a complaint to the Ombudsman about our response to your OIA, under section 28(3) of the OIA. Details of [how to make a complaint](#) are on the Ombudsman's website.

To make information more freely available, we publish selected OIA responses (excluding personal details) on our website. Please get in touch with us if you have any questions about this.

Nāku noa, nā

A handwritten signature in dark ink, appearing to read 'Ngawati', with a stylized flourish at the end.

Nicola Ngawati
Director
Equity and Engagement