

CHAPTER 7 CONTRACT MANUFACTURE AND ANALYSIS

Principle

Contract manufacture and analysis must be correctly defined, agreed and controlled in order to avoid misunderstandings which could result in a product or work of unsatisfactory quality. There must be a written contract between the Contract Giver and the Contract Acceptor which clearly establishes the duties of each party. The contract must clearly state the way in which the Qualified Person releasing each batch of product for sale exercises his full responsibility.

Note: This Chapter deals with the responsibilities of manufacturers towards the Competent Authorities of the Member States with respect to the granting of marketing and manufacturing authorisations. It is not intended in any way to affect the respective liability of contract acceptors and contract givers to consumers; this is governed by other provisions of Community and national law.

General

- 7.1 There should be a written contract covering the manufacture and/or analysis arranged under contract and any technical arrangements made in connection with it.
- 7.2 All arrangements for contract manufacture and analysis including any proposed changes in technical or other arrangements should be in accordance with the marketing authorisation for the product concerned.

The Contract Giver

- 7.3 The Contract Giver is responsible for assessing the competence of the Contract Acceptor to carry out successfully the work required and for ensuring by means of the contract that the principles and guidelines of GMP as interpreted in this Guide are followed.
- 7.4 The Contract Giver should provide the Contract Acceptor with all the information necessary to carry out the contracted operations correctly in accordance with the marketing authorisation and any other legal requirements. The Contract Giver should ensure that the Contract Acceptor is fully aware of any problems associated with the product or the work which might pose a hazard to his premises, equipment, personnel, other materials or other products.
- 7.5 The Contract Giver should ensure that all processed products and materials delivered to him by the Contract Acceptor comply with their specifications or that the products have been released by a Qualified Person.

The Contract Acceptor

- 7.6 The Contract Acceptor must have adequate premises and equipment, knowledge and experience, and competent personnel to carry out satisfactorily the work ordered by the Contract Giver. Contract manufacture may be undertaken only by a manufacturer who is the holder of a manufacturing authorisation.
- 7.7 The Contract Acceptor should ensure that all products or materials delivered to him are suitable for their intended purpose.
- 7.8 The Contract Acceptor should not pass to a third party any of the work entrusted to him under the contract without the Contract Giver's prior evaluation and approval of the arrangements. Arrangements made between the Contract Acceptor and any third party should ensure that the manufacturing and analytical information is made available in the same way as between the original Contract Giver and Contract Acceptor.
- 7.9 The Contract Acceptor should refrain from any activity which may adversely affect the quality of the product manufactured and/or analysed for the Contract Giver.

The Contract

- 7.10 A contract should be drawn up between the Contract Giver and the Contract Acceptor which specifies their respective responsibilities relating to the manufacture and control of the product. Technical aspects of the contract should be drawn up by competent persons suitably knowledgeable in pharmaceutical technology, analysis and Good Manufacturing Practice. All arrangements for manufacture and analysis must be in accordance with the marketing authorisation and agreed by both parties.
- 7.11 The contract should specify the way in which the Qualified Person releasing the batch for sale ensures that each batch has been manufactured and checked for compliance with the requirements of Marketing Authorisation.
- 7.12 The contract should describe clearly who is responsible for purchasing materials, testing and releasing materials, undertaking production and quality controls, including in-process controls, and who has responsibility for sampling and analysis. In the case of contract analysis, the contract should state whether or not the Contract Acceptor should take samples at the premises of the manufacturer.
- 7.13 Manufacturing, analytical and distribution records, and reference samples should be kept by, or be available to, the Contract Giver. Any records relevant to assessing the quality of a product in the event of complaints or a suspected defect must be accessible and specified in the defect/recall procedures of the Contract Giver.
- 7.14 The contract should permit the Contract Giver to visit the facilities of the Contract Acceptor.
- 7.15 In the case of contract analysis, the Contract Acceptor should understand that he is subject to Inspection by the competent Authorities.

CHAPTER 8 COMPLAINTS AND PRODUCT RECALL

Principle

All complaints and other information concerning potentially defective products must be reviewed carefully according to written procedures. In order to provide for all contingencies, and in accordance with Article 28 of Directive 75/319/EEC, a system should be designed to recall, if necessary, promptly and effectively products known or suspected to be defective from the market.

Complaints

- 8.1 A person should be designated responsible for handling the complaints and deciding the measures to be taken together with sufficient supporting staff to assist him. If this person is not the Qualified Person, the latter should be made aware of any complaint, investigation or recall.
- 8.2 There should be written procedures describing the action to be taken, including the need to consider a recall, in the case of a complaint concerning a possible product defect.
- 8.3 Any complaint concerning a product defect should be recorded with all the original details and thoroughly investigated. The person responsible for Quality Control should normally be involved in the study of such problems.
- 8.4 If a product defect is discovered or suspected in a batch, consideration should be given to checking other batches in order to determine whether they are also affected. In particular, other batches which may contain reworks of the defective batch should be investigated.
- 8.5 All the decisions and measures taken as a result of a complaint should be recorded and referenced to the corresponding batch records.
- 8.6 Complaints records should be reviewed regularly for any indication of specific or recurring problems requiring attention and possibly the recall of marketed products.
- 8.7 The Competent Authorities should be informed if a manufacturer is considering action following possibly faulty manufacture, product deterioration, or any other serious quality problems with a product.

Recalls

- 8.8 A person should be designated as responsible for execution and co-ordination of recalls and should be supported by sufficient staff to handle all the aspects of the recalls with the appropriate degree of urgency. This responsible person should normally be independent of the sales and marketing organisation. If this person is not the Qualified Person, the latter should be made aware of any recall operation.
- 8.9 There should be established written procedures, regularly checked and updated when necessary, in order to organise any recall activity.

- 8.10 Recall operations should be capable of being initiated promptly and at any time.
- 8.11 All Competent Authorities of all countries to which products may have been distributed should be informed promptly if products are intended to be recalled because they are, or are suspected of being defective.
- 8.12 The distribution records should be readily available to the person(s) responsible for recalls, and should contain sufficient information on wholesalers and directly supplied customers (with addresses, phone and/or fax numbers inside and outside working hours, batches and amounts delivered), including those for exported products and medical samples.
- 8.13 Recalled products should be identified and stored separately in a secure area while awaiting a decision on their fate.
- 8.14 The progress of the recall process should be recorded and a final report issued, including a reconciliation between the delivered and recovered quantities of the products.
- 8.15 The effectiveness of the arrangements for recalls should be evaluated from time to time.