



**Letter of Participation
E&I/VWR Affiliate Supplier Agreement**

Affiliate Institution Name _____

Affiliate Contact Name _____

Street _____

City _____ **State** _____ **Zip** _____

Phone (____) _____ **Fax** (____) _____ **Email** _____

Member Institution Name _____

E&I Membership Number _____

A. On the first day of the month following the executed signature of this Letter of Participation (“LOP”) by the signature parties below (“Effective Date”), _____ (“AFFILIATE”) will become an Affiliate Entity authorized to participate in the E&I/VWR Master Agreement CNR01459 (“AGREEMENT”) at its affiliated Member’s selected tier (as indicated below). AFFILIATE represents and warrants that it has reviewed the terms and conditions of the AGREEMENT. AFFILIATE agrees that by enrolling to participate under the AGREEMENT, AFFILIATE shall be bound by the terms and conditions of the AGREEMENT. Except as modified herein, all purchase orders issued by AFFILIATE will be governed only by the terms and conditions of the AGREEMENT, notwithstanding any conflicting, inconsistent, or additional preprinted terms or conditions of either party appearing elsewhere; provided, however, that the installation terms for purchase orders for the installation of scientific laboratory equipment or furniture will be as set forth on VWR’s quotation form.

Affiliated Member’s Tier (To be completed by VWR): Basic Co-Primary Primary

B. The E&I Program Participation Tiers, attached hereunder as Exhibit 1, outlines the services, commercial terms and pricing of the AGREEMENT. For the sake of clarity, Exhibit 1 is provided for ease of reference only and in the event of a conflict between Exhibit 1 and the Agreement, the Agreement shall govern. E&I and VWR may, from time to time, agree to amendments that alter this AGREEMENT’s benefits and terms, and in such cases, AFFILIATE will receive the altered benefits, subject to the AFFILIATE’s right to termination as described in Section F below.

C. Pricing will be loaded for each member account specified upon the Effective Date of the signed LOP. Pricing will not be retroactive, and will supersede any existing pricing.

D. AFFILIATE hereby commits to utilizing VWR International as a (To be completed by VWR):

Basic Co-Primary Primary Supplier for laboratory supplies, chemicals, equipment, and services distributed by VWR.

E. AFFILIATE hereby acknowledges and understands that the information provided to AFFILIATE that is contained in the AGREEMENT, including, but not limited to pricing information, is proprietary and confidential. AFFILIATE thereby commits to treating such information as confidential, to the extent permitted by local, state, and federal laws, and will use reasonable efforts to safeguard the information and to prevent unauthorized, negligent or

inadvertent disclosure thereof. AFFILIATE shall provide VWR with three (3) business days' notice, or the maximum amount permitted by law, prior to disclosing any VWR Information pursuant to a third-party request for disclosure under federal or state freedom of information law(s) or regulation(s).

F. In the event that VWR's relationship with E&I expires or terminates, AFFILIATE shall be granted the same terms, and this Agreement shall continue in full to remain in full force and effect, unless terminated by either party in accordance with the terms of this Section F. Both AFFILIATE and VWR may terminate this LOP for convenience with thirty (30) days written notice to the non-terminating party. In the event of any termination or expiration of this LOP, AFFILIATE shall be billed immediately for products shipped through the effective date of such termination or expiration.

IN WITNESS HEREOF, the parties have caused this Letter of Participation to be executed as of the date of last execution.

VWR INTERNATIONAL, LLC ("VWR")

Signature

Name

Title

Date

E&I COOPERATIVE SERVICES, INC. ("E&I")

Signature

Name

Title

Date

AUTHORIZED AFFILIATE

Signature

Name

Title

Date

AUTHORIZED E&I MEMBER

Signature

Name

Title

Date

Exhibit 1

Contract Benefits

The following information is provided for informational purposes only and is not intended to supersede the terms and conditions provided in the Agreement.

Participation Tiers Tier participation allows for member to enroll in the basic, co-primary or primary tier based on commitment objectives and allows for the flexibility to move tiers to accommodate changing goals. Tier status will be reviewed annually to evaluate Agreement compliance.

Pricing Program

General Discount Schedule

Prices for Products will be based on Tier Participation material group discounts from the published VWR list Price of the Product at the time of the order as per Master Agreement.

- i. The General Discount Schedule shall remain firm for the term of this Agreement or improved for the benefit of the Membership.

Tiered Market Basket

5,000 line item National Market Basket with differentiated Tier Participation pricing

Member Specific Hotlist

Member Specific Hotlist with improved pricing on high-volume items unique to each Member's institution.

- i. The number of items available for hotlist varies based on tier participation level.
 - a. Primary Tier 500 items
 - b. Co-Primary Tier 400 items
 - c. Basic Tier 300 items
- ii. The Member Specific Hotlist will be mutually agreed to between Supplier and Member in consideration of the following (non-exclusive list): usage, new project one-time buys, laboratory standardization, tier and commitment level.

Customer Commitment Requirement

Participant Requirements

Basic Tier Participation Requirements

Members can participate in the Basic Tier upon mutual execution of the Basic Tier Letter of Participation by Member, Supplier and E&I. Further, to be eligible for this tier, Member shall:

- i. Demonstrate intent to purchase laboratory supplies from Supplier under this Agreement.
- ii. Use reasonable efforts to provide campus access to Supplier's sales team.
- iii. Make Supplier's full portfolio available for purchase to end users.

- iv. Meet with Supplier annually to conduct business reviews and evaluate compliance with tier commitments.

Co-Primary Tier Participation Requirements

Members can participate in the Co-Primary Tier upon mutual execution of the Co-Primary Tier Letter of Participation by Member, Supplier and E&I. Member can only participate in this tier if Member has an eprocurement system that supports a punch-out catalog (Such as Ariba, Jaggaer, Unimarket, Coupa, etc.). Further, to be eligible for this tier, Member shall:

- i. Encourage and promote the use of this Agreement and Supplier's Co-Primary status via campus wide communication.
- ii. Use reasonable efforts to provide campus access to Supplier's sales team.
- iii. Make Supplier's full portfolio available for purchase to end users.
- iv. Provide Supplier's full portfolio with equal positioning and representation on eprocurement systems as compared to the competition.
- v. Provide Supplier with endorsement from procurement department to gain access to all Member's local manufacturer's special pricing.
- vi. Use reasonable efforts to consider Supplier for large projects like furniture and new department build-outs.
- vii. Meet with Supplier twice annually to conduct business reviews and evaluate compliance with tier commitments.

Primary Tier

Members can participate in the Primary Tier upon mutual execution of the Primary Tier Letter of Participation by Member, Supplier and E&I. Member can only participate in this tier if Member has an eprocurement system that supports a punch-out catalog (Such as Ariba, Jaggaer, Unimarket, Coupa, etc.). Further, to be eligible for this tier, Member shall:

- i. Encourage and promote the use of this Agreement and Supplier's Primary status via campus, department and site wide communication.
- ii. Provide consistent tri-lateral communication to key manufacturers that Supplier is primary supplier.
- iii. Use reasonable efforts to provide campus access to Supplier's sales team.
- iv. Make Supplier's full portfolio available for purchase to end users.
- v. Provide Supplier's full portfolio with exclusive positioning and representation on eprocurement systems.
- vi. Provide Supplier with exclusive access to all Member's local manufacturer's special pricing.
- vii. Provide Supplier with exclusive vendor shows on campus.
- viii. Provide Supplier with reasonable opportunity to run campus stockrooms.

- ix. Place Supplier's competitors on eprocurement system with limited content static file.
- x. Collaborate with Supplier to review above limited content and agree that such content is subject to Supplier's approval.
- xi. Meet with Supplier quarterly to conduct business reviews and evaluate compliance with tier commitments.

Enrollment

Members can participate in the Basic, Co-Primary, or Primary Tier on the first day of the month following mutual execution of the Tier Letter of Participation by Member, Supplier, and E&I or via the online enrollment process available at E&I's website for the Basic Tier only.

Complete, sign and return the E&I/VWR Letter of Participation to VWR at GPOManagement@vwr.com and to Mike Costigan at E&I, mcostigan@eandi.org.