



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

E&I Member Institution Name _____

E&I Member Number _____

E&I Member Contact Name _____

Street _____

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

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

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”), _____ (“MEMBER”) will become a participating member of the E&I/VWR Master Agreement CNR01459 (“AGREEMENT”) limited to VWR’s Exclusive Program only. MEMBER represents and warrants that it has reviewed the terms and conditions of the AGREEMENT. MEMBER agrees that by enrolling to participate under the AGREEMENT, MEMBER shall be bound by the terms and conditions of the AGREEMENT. Except as modified herein, all purchase orders issued by MEMBER 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.

B. E&I and VWR may, from time to time, agree to amendments that alter this AGREEMENT’s benefits and terms, and in such cases, MEMBER will receive the altered benefits, subject to the MEMBER’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. MEMBER hereby commits to utilizing VWR International as a Supplier for Exclusive laboratory supplies, chemicals, equipment, and services distributed by VWR.

E. MEMBER hereby acknowledges and understands that the information provided to MEMBER that is contained in the AGREEMENT, including, but not limited to pricing information, is proprietary and confidential. MEMBER 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. MEMBER 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, MEMBER 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 MEMBER 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, MEMBER 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:

E&I MEMBER

Signature:

Member Number:

Member Institution Name:

Member Contact Name:

Title:

Date:



Enrollment

Members can participate in the Exclusives program on the first day of the month following mutual execution of the Letter of Participation by Member, Supplier and E&I.

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.