

Participation Agreement – Prime Vendor

THIS PARTICIPATION AGREEMENT (“Participation Agreement”) is made and entered into as of the date last set forth below (“Effective Date”) by and between the entity set forth below (“Participant”) and Fisher Scientific Company L.L.C. (“Vendor”).

WHEREAS, the University of Florida (“UF”) and Vendor are parties to that Memorandum of Understanding (MOU) for Laboratory Supplies ITN22JL-106 dated June 28, 2022 (“Agreement”), under which government institutions within the State of Florida and other universities within and outside of the State of Florida that recognize Vendor as its prime supplier of laboratory supplies and execute this Participation Agreement may purchase products or services from Vendor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Upon execution of this Participation Agreement by both Participant and Vendor, Participant may purchase products and services under the Agreement, subject to the terms and conditions of the Agreement, including, without limitation, the pricing set forth in Exhibits A and C of the Agreement.
2. Participant hereby acknowledges and agrees to be bound by the terms and conditions of the Agreement, which are specifically incorporated herein by reference.
3. Participant agrees to designate Vendor as its sole prime supplier of research laboratory supplies, equipment, and services available from Vendor as catalog products. Participant shall cooperate with Vendor in encouraging its users and purchasing personnel to order catalog products from Vendor:
 - Participant agrees to work with the non-prime supplier and remove “duplicated products” (to exclude like part numbers, like suppliers, and private label brand products) in any form of electronic catalog or campus marketplace resulting in exclusive products only.

BENEFITS OF ADOPTING PRIME AGREEMENT:

- Access to exceptional Discounts benchmarked for Academic/Medical Research Institutions with laboratory supplies and equipment spend greater than \$32-\$45M.
- Access to item Hotlist representing ~25% of the high-volume items on the UF campus.
- Institutions participating under this agreement as a prime agreement may opt to customize the hotlist for their institution’s product mix.
- 0.65% annual rebate for spend excluding Life Technologies and 3P capital > \$75k under the prime contract paid back to the Participant, if their annual spend excluding Life Technologies and 3P Capital >\$75k meets or exceeds prior year sales. Participant may opt to take the 0.65% rebate in the form of a lump sum payment, product price reduction or cost reduction at the Participants choosing.
- Hazardous fees, ice and blue ices fees, fuel surcharges are waived.
- Transportation charges for contract and third-party items are waived. Any Participant requested expedited freight will be the responsibility of the Participant.
- The Participant shall have the right to return any product not excluded, per Tab 14, section 1.2.4 “Restocking policy” for a full refund within 30 days of ordering. No restocking fees apply.

IN WITNESS WHEREOF, the parties hereto have caused this Participation Agreement to be executed as of the Effective Date.

Participant: *Gerald L. Hector*

Signature: Signed: Sunday, September 3, 2023

By: Gerald Hector

Title: Senior VP for Administration and Finance at UCF

Date: _____