



OFFICIAL LETTER OF INTENT

1. Participating Public Agency Designation:

By executing this Letter of Intent, the Participating Public Agency or Affiliate (hereinafter “Participating Public Agency”) listed below hereby agrees to abide by all of the requirements, duties and obligations set forth in the Agreement between Fisher Scientific Company L.L.C. (“Fisher Scientific”) and the University of California, Strategic Sourcing Agreement #2021002889, effective as of [Click or tap to enter a date.](#)(the “Agreement”). Fisher Scientific and the Participating Public Agency agree that all transactions conducted between the parties will be pursuant to the terms of the Agreement, except as modified herein.

The Purpose of this Letter of Intent is to identify the applicability of the Agreement, and to further define any unique logistical arrangements, or additional terms and conditions agreed upon by both parties.

2. Participating Public Agencies may participate in the Agreement so long as they do not have any existing agreements currently in place with Fisher Scientific (including alternative state and local purchasing agreements). If there is an existing agreement in place with Fisher Scientific, by entering into this Letter of Intent, the Participating Public Agency agrees that unless specifically accepted herein, the existing agreement is terminated with respect to the Participating Public Agency and the Participating Public Agency agrees to cease purchasing under the existing agreement as a condition to this Agreement.
3. Participating Public Agency and Fisher Scientific may enter into agreements outside of the scope of the Agreement; provided however, such agreements will be in writing, and the terms and conditions of such agreements will stand alone and be deemed not applicable to this Agreement.
4. By signing below, Participating Public Agency agrees that in issuing purchase orders under the Agreement, all transactions under the Agreement will be governed by the terms of the Agreement and not by any terms of any purchase order or invoice between Participating Public Agency and Fisher Scientific.

Participating Public Agency’s primary contact will be as follows:

- a. Name: [Click or tap here to enter text.](#)
- b. Title: [Click or tap here to enter text.](#)
- c. Address: [Click or tap here to enter text.](#)
- d. Telephone: [Click or tap here to enter text.](#)
- e. Email: [Click or tap here to enter text.](#)

Please select participating agency segment:

Please select expected annual sales volume through this agreement:
(not applicable to K-12 and Community Colleges)

Please select agreement designation:

Note: Additional pricing and benefits may be available for Prime members (reference Section 4 for eligibility requirements).

5. Preferred and Prime Designation Requirements:

Eligibility and Requirements	
Preferred	Prime
Registered OMNIA Partners Participating Public Agency	Registered OMNIA Partners Participating Agency
Signed Letter of Intent by Participating Public Agency (Fisher Scientific and Agency)	Signed Letter of Intent by Participating Public Agency (Fisher Scientific and Agency)
Signed Non-disclosure Agreement for Contract Terms, Conditions and Pricing (If Applicable)	Signed Non-disclosure Agreement for Contract Terms, Conditions and Pricing
Communication and designation of Preferred Agreement award to user community and manufacturer community. Promotion of benefits of this Agreement to end users and procurement teams along with reasonable support to monitor implementation and compliance	Communication and designation of Prime Agreement award to user community and manufacturer community. Promotion of benefits of this Agreement to end users and procurement teams along with reasonable support to monitor implementation and compliance
Unless mutually agreed upon, Participating Public Agency will refrain from issuing an RFP for all or part of its laboratory product supply business during the term unless Fisher Scientific materially fails to meet its obligations under this Agreement	Unless mutually agreed upon, Participating Public Agency department will refrain from issuing an RFP for all or part of its laboratory product supply business during the term unless Fisher Scientific materially fails to meet its obligations under this Agreement
Fisher Scientific designated as Preferred Fisher Scientific on eCommerce platforms. Full breadth of Fisher Scientific's catalog made available for ordering and enabled on Preferred Public Agency's eCommerce platform, less items regulated by state or local laws. Fisher Scientific channel, where enabled, shall remain open in eCommerce environment.	Fisher Scientific designated as Primary Fisher Scientific on eCommerce platforms. Full breadth of Fisher Scientific's catalog made available for ordering and enabled on customers eCommerce platform, less items regulated by state or local laws. Fisher Scientific, where enabled, shall remain open in eCommerce environment.
Fisher Scientific will be designated as a distributor/Fisher Scientific for all manufacturer supported pricing programs.	Fisher Scientific will be exclusive distributor / Fisher Scientific for all manufacturer-supported pricing programs.
Full on-campus access to Fisher Scientific	Full on-campus access to Fisher Scientific; Limited access to competitors

Eligibility and Requirements	
Preferred	Prime
Participating Public Agency and Fisher Scientific shall regularly review aggregate laboratory supply product spend with a goal of identifying opportunities for competitive spend conversion to Fisher Scientific.	Participating Public Agency participation in semi-annual business reviews with Fisher Scientific in support of enhanced Fisher Scientific management efforts and Fisher Scientific's designation as primary Fisher Scientific. These discussions will include the sharing and review of competitive data, including, but not limited to, promotional activity, ecommerce content (hosted and punch-out) and spend data. Participating Public Agency shall cooperate to implement plans to convert spend with alternative channels to Fisher Scientific.
	Projected volume where Fisher Scientific represents 80% of available spend (market share reports to be shared with Fisher Scientific quarterly)
	Competitors are to only have hosted catalogs on purchasing platform listing exclusives and their corporate brands only. No Level II punchout. Blocking to be completed within 90 days of mutually executed agreement.
	Participating Public Agency will use its best efforts in conducting joint marketing campaigns to highlight Fisher Scientific's position as prime lab Fisher Scientific, including (without limitation), the procurement or purchasing internal website.
	Manufacturers available through Fisher Scientific will not have duplicate presences on eCommerce platforms
	Ensure weighting of attributes supporting Fisher Scientific as priority Fisher Scientific
	Storeroom or on-site consignment programs will be offered / supported by Fisher Scientific services and / or products.

6. Participating Public Agency and Fisher Scientific agree to the following terms and conditions that are additionally required by law for Participating Public Agency to legally contract for the goods and services provided in the Agreement:

List any state or agency required compliance language (e.g. choice of law):

[Click or tap here to enter text.](#)

7. Participating Public Agency and Fisher Scientific agree to the following requirements for conducting electronic commerce:

- a. Participating Public Agency and Fisher Scientific agree to continue existing e-commerce relationship.
- b. Fisher Scientific agrees to help facilitate any required re-enablement protocols, business process enhancements, CXML / XML connections, hosted or punchout catalogs, etc. to support this effort.
- c. Punchout and / or Hosted Coordination: The parties recognize the mutual interest and benefits in effective electronic commerce. Both parties agree to continue using existing protocols for electronically exchanging data associated with purchase, fulfillment, and invoicing; to provide secure connections; and to cooperate in maintaining connections.

- d. Notification of Upgrades to Fulfillment Systems: Fisher Scientific agrees to provide prompt notification of any changes to the Fisher Scientific Fulfillment System that might impact electronic commerce between the parties. Fisher Scientific agrees to maintain existing connections to Fisher Scientific's Fulfillment System until such time as any changes required to be made by the Participating Public Agency can be planned with Participating Public Agency resources including staffing availability and all new connections tested for accuracy.
- 8. Participating Public Agency and Fisher Scientific agree to the following unique operating arrangements necessary to service the Participating Public Agency account(s):
 - a. In addition to the pricing offered under the Master Agreement, Fisher Scientific is offering to Participating Public Agency the custom pricing in Exhibit A.
- 9. **Confidentiality**

Participating Public Agency agrees that all information furnished to it, including but not limited to any pricing and incentives, by Fisher Scientific and identified as being, or is reasonably understood or expected to be, proprietary or confidential ("Confidential Information") is a valuable asset of Fisher Scientific and shall be treated in a confidential manner and remain the sole and exclusive property of Fisher Scientific, to the extent permissible by applicable law. Participating Public Agency shall keep in confidence and agrees all Confidential Information disclosed under this Letter of Intent, or the Agreement is confidential information of Fisher Scientific. Participating Public Agency shall not disclose, sell, use, or publish any Confidential Information to third parties nor use such information or allow any individual or organization, including, without limitation, its employees and independent contractors, to use such information in any manner, except for the performance of its obligations under the Agreement, without the prior written approval of Fisher Scientific. Any such Confidential Information, whether in a tangible or electronic format or otherwise, shall be returned by the Participating Public Agency to Fisher Scientific upon the earlier of the written request of Fisher Scientific or the termination or expiration of this Agreement. In the event that Participating Public Agency is requested to disclose such Confidential Information to any third party, Participating Public Agency shall provide Fisher Scientific immediate notice so that Fisher Scientific may adequately defend its Confidential Information from disclosure.
- 10. **This Letter of Intent and the Agreement sets forth the entire agreement between the parties as to the subject matter set forth herein.**

Intending to be legally bound, the parties have executed this Agreement to be effective as of the date set forth above.

Fisher Scientific
Fisher Scientific Company L.L.C.

"Participating Public Agency Name"
Participating Public Agency Name

By: _____
(signature)

By: _____
(signature)

Printed Name: [Click or tap here to enter text.](#)

Printed Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Exhibit A
Custom Market Basket

Click or tap here to enter text.