

University of Florida
Memorandum of Understanding (MOU)
Specialty Lab Supplies

Purpose: The intent of this document is to clearly outline the mutual understanding between the University of Florida ("University" or "UF") and PerkinElmer Health Sciences, Inc. ("PerkinElmer" or "Vendor") surrounding our enhanced partnership for the provision of Specialty Lab Supplies ITN15NH-115

This MOU outlines the agreement for all adopting entities.

I. General Terms	P to Accept	
	Vendor Accept	University Accept
A. Agreement Length: Effective date until May 4, 2022 with two (2) one (1) year mutually agreed upon options to extend.	Yes	Yes
B. Effective Date: Upon signature from both parties until May 4, 2022	Yes	Yes
C. Termination: Either party may terminate this Agreement without cause following ninety (90) days prior written notice and acceptance by both parties. In the event of termination under this provision, the Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination.	Yes	Yes
D. Invoicing and Payment Terms: Invoices shall be made available electronically. Payment terms are Net 30. PerkinElmer Health Sciences, Inc accepts all payments electronically and accepts ACH as the payment method.	Yes	Yes
E. Entities Covered: The terms and conditions of this agreement will apply to all the other state universities and government institutions that recognize PerkinElmer Health Sciences, Inc as a supplier of Specialty Laboratory Supplies and Equipment by executing an agreement between that university or institution and PerkinElmer Health Sciences, Inc. PerkinElmer can offer the 3% discount to all entities. The University Benefit Program ("UBP") is only available to post-high school degree granting institutions of higher learning. UBP discounts are available on instruments and consumables. PerkinElmer reserves the right to change the UBP from time to time or discontinue it altogether. Only one discount can be used at a time (General discount, the Reagent Pricing Agreement or the UBP or a Promotion). These are minimum discounts offered at the discretion of Sales Management at PerkinElmer	Yes	Yes
F. Governance: In the event of a conflict between documents, this Agreement (MOU) shall be first control, the Invitation to Negotiate, University's General Terms and Conditions of Sale negotiated and agreed to by both parties titled 6.0 Agreement Terms and Conditions, and finally the vendor bid response.	Yes	Yes
II. Service Level Expectations	P to Accept	
	Vendor Accept	University Accept
A. Shipping: PerkinElmer Health Sciences, Inc will deliver all products FOB destination. For non-reagent orders (instrument and non-instrument) shipping and handling/ freight charges will be FOB Destination prepaid and added.	Yes	Yes
B. Other Shipping & Related Fees: For reagent orders of any dollar amount shipping/handling/freight charge per order is \$48 this includes haz mat and blue ice. All other item's freight charges will be provided at the time of quote and be prepaid and added. Freight charges may be changed at time of price list change.	Yes	Yes
C. Restocking Fees: restocking fees will be reviewed on a case by case basis but will never exceed 25%. For all frozen or refrigerated items the restocking fee cannot be waived.	Yes	Yes
D. Order Accuracy: Order Accuracy rate shall be maintained at 95% or greater. Order Accuracy rate is defined as "the number of items ordered in PerkinElmer's system divided by the total number of items shipped."	Yes	Yes

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E. Product Returns: University shall inspect the products upon receipt and shall, within fourteen (14) business days after receipt, give written notice (email is an acceptable form of written notice) to PerkinElmer of any claim for shortage or that the Products do not conform with the terms of the contract of sale. If the University shall fail to give such notice, the Products shall be deemed accepted and to conform with the terms of the contract of sale, the University shall pay for the products in accordance with payment terms of the contract.	Yes	Yes
F. Product Cancellation: All non-equipment orders placed to PerkinElmer may be cancelled by the order requester, with written notice (email is an acceptable form of written notice) up until the time of shipment to the customer with no financial penalties. Equipment orders may be cancelled when discussed and agreed upon by both parties. Custom items under non-equipment orders are excluded from the cancellation provision unless mutually agreed upon by both parties in writing (email is an acceptable form of written notice).	Yes	Yes
G. Product Substitution: Substitutions of any kind shall be used only in the event of an item not being available and only after obtaining written permission and approval from the ordering customer.	Yes	Yes
H. Backordered Items: Customer Care will notify the end user in a timely manner of backordered items. <i>If UF were to change to a punch-out, Perkin Elmer's punch-out system will tell the end user when a product is available before placing the order. The punch-out will also notify end users if replacement items are available for discontinued items.</i>	Yes	Yes
I. Discontinued Product: PerkinElmer will promptly notify the order requester that an item is discontinued and offer products for substitution. PerkinElmer will apply commercially reasonable efforts to provide same or similar discount for substitutions, taking into account the difference in product.	Yes	Yes
J. ECCN Codes: PerkinElmer will provide ECCN codes as applicable for all goods covered by federal government export restrictions at the request of the UF.	Yes	Yes
K. Other Services: PerkinElmer & UF will jointly determine additional service level expectations within 30 days of the signed agreement which includes but not limited to, delivery times, order fill rate, etc.	Yes	Yes

III. Pricing & Financial Incentives

	Vendor Accept	University Accept
A. Discounts: Pricing shall consist of a General discount of 3% off list price for all PerkinElmer catalog products categories guaranteed for the term of the contract however, the General Discount does not apply to any part numbers covering installations or trainings. The Reagent Pricing Agreement is applicable to all entities but the University Benefit Program Discounts are for Degree Granting Universities and institutions only. Items not included in this contract are NEO or DIA product lines. Pricing will be reviewed once a year for accuracy with current price list that renew annually. These are minimum discounts offered at the discretion of Sales Management at PerkinElmer	Yes	Yes
B. Minimum Order: The reagent pricing requires a minimum order of \$100.	Yes	Yes
C. Pricing for services: A 10% discount on POS Services purchased at the time of order with instrument will be covered under this contract and the Standard Service Agreement Terms and Conditions that have been mutually agreed upon shall apply and be added (See Attachment A). The following services are not included in this contract; Service contracts entered into after POS, billable services, repair parts purchased from Service Contract, training, installation or OneSource.	Yes	Yes

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D. New Product Introductions: Vendor will automatically add new product introductions to the hosted e-catalog no more than once a quarter and UF shall receive the discount corresponding to that product category off the list price. The new product will receive the same discount and terms based on the category discount. <i>If PerkinElmer were to change to a punch-out catalog with UF new products along with corresponding discount structures will be immediately available to the end users.</i>	Yes	Yes
E. New Product Pricing: If a new product is introduced into an existing category of products, University shall receive the 3% discount corresponding to that product category off of the public list price. In the event a new category of products is introduced or a product is not placed in a category, PerkinElmer will notify UF of the discount for all products in that category.	Yes	Yes
F. List Price: Vendor will make best effort to provide 30 day written notification of price increases and shall make best effort to keep the overall year-over-year pricing increase to less than 3%. As part of the notification, vendor will provide indication of the aggregate percent price change for catalog, projected impact to University, qualitative information about cost drivers in industry as is available, and new price files for products for analysis. At the discretion of the University, meetings can be scheduled to review and discuss the impact report and resolution of potential end-user response to price changes. Discount off current list price will be held firm for the contract.	Yes	Yes
G. New Lab Startup Program: The most current and relevant discounts and benefit information and guidelines for new lab startups will be available to UF researchers.	Yes	Yes
H. Additional Discounts: Further reagent discounts may be offered based on volume. Vendor can offer deeper discounts for large one-time orders on a case by case basis.	Yes	Yes
I. Large Orders: PerkinElmer can offer deeper discounts for large one-time orders on a case by case basis.	Yes	Yes
		Yes

IV. Management & Reporting

Vendor Accept	University Accept
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A. Account Management: Vendor will designate a dedicated UF approved account team to assist in all activities associated with the service and maintenance of the account as outlined in Vendor response and will communicate all key changes with Purchasing in advance. Vendor shall make best effort to promptly address all UF end users' questions and concerns within a 24 hour period but in the event this is not attainable, Vendor will address them within 2 business days.	<p style="text-align: center;">Yes</p>	<p style="text-align: center;">Yes</p>
B. Business Review Meetings: To maintain partnership, upon request by University, Vendor will make a reasonable effort to meet on a semi-annual basis with University account management to discuss vendor performance and review reporting. Vendor shall present recommendations to enhance value, improve sustainability options and further reduce product costs related to University purchases as they become apparent. At a minimum, the ability to report on the following criteria is required; Total dollar value of purchases and total number of orders Total dollar value of surcharges, transaction fees, delivery charges and other miscellaneous charge, such as expedited freight fees or other miscellaneous charges paid by UF and total absorbed by PerkinElmer	<p style="text-align: center;">Yes</p>	<p style="text-align: center;">Yes</p>
C. eBusiness: Upon execution of the e-Procurement agreement, Vendor will participate in the University's eProcurement and eInvoicing initiatives, as well as future initiatives. <i>If a punch-out site is provided by Vendor it will have stock availability functionality.</i>	<p style="text-align: center;">Yes</p>	<p style="text-align: center;">Yes</p>
D. Reporting: Vendor will provide University with detailed reporting (electronic) as outlined in the ITN and this MOU as requested by University semi-annually. The reporting may include: Acct No • Purchase Order Number • Invoice Number (if different) • Invoice Date • Order Date • Part Number • Part Description 1 • Sell UOM • Qty • Contract Unit Price • Contract Ext Price • List Unit Price or Reference Unit Price • Customer Ref • Ship Address 1 • Point Of Contact • Please Include Discount Coding Structure. Please add a column referencing the identifier [e.g category or subcategory] for what the discount was based on and give us a key for those identifiers. We'd need a column based on this info and a key showing the discount for each identifier. Ship To	<p style="text-align: center;">Yes</p>	<p style="text-align: center;">Yes</p>
E. Reporting Information Policy: All ITN information and proposal pricing submitted and opened becomes subject to the Public Records Law set forth in Chapter 119.	<p style="text-align: center;">Yes</p>	<p style="text-align: center;">Yes</p>

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F. Campus Notification: Details of agreement will be posted and promoted on the University website through University Procurement Department.	Yes	Yes
G. Vendor Shows and Forum: Vendor will have the ability to participate and host vendor/product shows on campus controlled by Terms and Conditions. Vendor sponsored educational marketing events should be coordinated through Procurement so proper support and campus notification can take place. T&C's will be provided in advanced for review and agreement	Yes	Yes
H. Remediation: Upon request, Perkin Elmer may produce audit tool as mutually agreed upon by the parties in writing to be utilized by UF personnel as long as the information is compatible with the Perkin Elmer systems. In the event pricing or discount levels reflected on invoices do not match the pricing levels as stated in the agreement, University and Vendor will work together to calculate and issue an appropriate credit.	Yes	Yes

Signature: _____

Name/Title: _____

Date: _____

Vendor PerkinElmer Health Sciences, Inc

Signature: _____

Name/Title: _____

Date: _____

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