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**UMDNJ**  
UNIVERSITY OF MEDICINE &  
DENTISTRY OF NEW JERSEY

For Legal Review

**CONTRACT APPROVAL FORM**

RECEIVED

Date: 10/06/2008

OCT 15 2008

UMDNJ  
Office of Legal Management

Vendor Name: B. Braun Medical, Inc.

Requisition#: P0414092

Contract#: C09-192

Bid/Waiver#: N/A

Buyer: Edwing Canaca (ESC) – ph 5-9040, email:canacaes@umdnj.edu

Comments: Duplex Drug Delivery System Rebate Program Agreement

Cost: \$74,264.15

Start Date: 10/06/2008

End Date: 10/05/2011

*@10/16/08*

*WMO 10/16/08*



**Duplex® Drug Delivery System Rebate Program Agreement**  
**Acute Care Hospitals Only**

This Duplex® Drug Delivery System Rebate Program Agreement (the "Duplex Agreement") is between B. Braun Medical Inc. ("B. Braun") and the customer named below ("Customer"). The term of this Duplex Agreement will end on December 31, 2009. The Duplex Agreement may be extended upon the mutual agreement of the parties.

Other than as set forth herein, this Duplex Agreement is subject to the terms and conditions of the agreement between B. Braun and the group purchasing organization ("GPO") identified on the signature page, if any (as may be amended or extended, the "GPO Agreement"). If a GPO is identified, the Customer hereby agrees that it is purchasing the products pursuant to the GPO Agreement as a member of GPO, and designates GPO as its primary group purchasing organization. If no GPO is identified, or if there is no current GPO Agreement between B. Braun and an identified GPO for the Duplex products, B. Braun's general terms and conditions shall apply.

Customer hereby commits to purchase at least 80% of its total annual requirements of ceftriaxone and either cefoxitin or cefotetan in B. Braun's Duplex® Drug Delivery System (collectively, the "Duplex Products"), either directly or through authorized distributors, at the prices set forth on Exhibit A attached hereto. Customer is responsible for all charges and markups on products purchased through distributors.

Customer agrees to provide authorized sales representatives of B. Braun with information necessary to reasonably verify Customer's compliance with the commitment requirements agreed to above and on Exhibit A, including Customer's total purchases for all similar products within the applicable periods.

Provided Customer has met its purchase commitments pursuant to this Duplex Agreement, Customer will be entitled to receive a rebate in an amount equal to 15% of Customer's aggregate Net Purchases of Duplex Products purchased and paid for by Customer during the term of this Duplex Agreement. The rebate shall be calculated by reference to the books and records of B. Braun, and issued in the form of a check payable to Customer within sixty (60) days after the end of each six month period in which it is earned during the term of this Duplex Agreement. Net Purchases shall be calculated after all credits, returns, incentives, discounts, chargebacks, allowances, freight, handling, taxes and insurance are deducted. B. Braun's calculations shall be conclusive and binding upon Customer absent manifest error.

If the pricing under this Duplex Agreement constitutes any discount or other reductions in price under Section 1128(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A), and 42 C.F.R. §1001.952(h), Customer shall disclose the discount or reductions in price to the full extent required under any state or federal program which provides cost or charge-based reimbursement to Customer for products purchased by Customer. This Act requires, among other things, that Customer fully and accurately reports on any claim or request for payment it submits to Medicare and Medicaid the actual purchase price paid by Customer for the products, net of any discounts, rebates or allowances provided hereunder. Customer may also be required to provide documentation of the discount, rebate or other reduction in price to the Secretary of Health and Human Services.

If Customer and B. Braun are parties to any other agreement covering the same products as this Duplex Agreement, then with respect to such products, this Duplex Agreement shall supersede such other agreements. The parties may amend this Duplex Agreement to add additional Duplex drug delivery products upon mutual agreement.

This Duplex Agreement is not effective until accepted by B. Braun's corporate office. This Duplex Agreement may be signed in counterparts and by facsimile signatures. Pricing for direct purchases will become effective within 10 days after Customer returns this Duplex Agreement to B. Braun's corporate office and it is accepted by B. Braun's corporate office. Pricing through distributors will be subject to distributor's charges and markups.

Customer hereby acknowledges and agrees that the pricing information contained herein is extremely confidential in nature and accordingly, except to the extent reasonably necessary to implement the terms and conditions of this Duplex Agreement, or as may be required by law, Customer agrees to hold in confidence and to refrain from disclosing such pricing information during the Term and for a period of three (3) years thereafter.

# B | BRAUN

IN WITNESS WHEREOF, the parties have caused this Duplex® Drug Delivery System Rebate Program Agreement to be duly executed and delivered by their proper and duly authorized representatives below:

CUSTOMER NAME: University of Med & Dent. of NJ  
By: \_\_\_\_\_  
Print Name: • Francis X. Colford,  
Title: Vice President for Finance and Treasurer  
Address: *Shreff*  
Date: • 10-16-08

B. BRAUN MEDICAL INC.  
By: *Lynn Hanig Waite MS, R.D.*  
Print Name: Lynn Hanig Waite MS, RD  
Title: Senior Pharmacy Systems Specialist  
Territory #: L104  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: Rick Williamson  
Title: Director Marketing, Drug Delivery

DATE ACCEPTED by B. BRAUN

### Ship-to Address:

150 Bergen Street Newark, NJ 07103

Ship-to Address

(973) 972-6258

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20126149, 20061995  
20071968, 20188993,

Phone No.

Tax Exempt No.

Lic. No.

Customer No.

### Group Purchasing Organization

If Customer is a member of a group purchasing organization, please complete the information for the primary group purchasing organization below:

Premier

Primary Group Purchasing Organization

### Authorized Distributor

If Customer is purchasing products through an Authorized Distributor, please complete the information below:

Cardinal

Swedesboro, NJ

Distributor

Branch location

Phone

*[Signature]*  
Approved As To Legal Form



Exhibit A to Duplex Agreement

Customer Name: University of Medicine and Dentistry of New Jersey

Address: 150 Bergen Street Newark, NJ 07103

Shipping Address, if different: \_\_\_\_\_

Phone Number: (973) 972-6258

Account numbers: 20126149, 20061995, 20071968, 20188993

Pricing of Duplex with 80% total annual commitment:

<b>PRODUCTS</b>	<b>B.BRAUN CODE</b>	<b>CASE PRICE BEFORE 15% REBATE, IF APPLICABLE</b>	<b>CASE PRICE AFTER 15% REBATE, IF APPLICABLE</b>	<b>NUMBER OF UNITS OF DRUG PURCHASED (IN ANY FORM – DUPLEX, VIAL, FROZEN, ETC) IN PRIOR 12 MONTHS FROM ALL VENDORS</b>	<b>ESTIMATED 80% ANNUAL REQUIREMENTS OF DRUG (IN UNITS)</b>
Duplex® with CefTRlaxONE 1 Gram	3153-11	\$ 262.80	\$ 233.38	3312	\$28,171.87
Duplex® with CefTRlaxONE 2 Grams	3155-11	\$ 393.60	\$ 334.56	2928	\$37,301.74
Duplex® with Cefoxitin 1 gram	3123-11	\$ 234.00	\$ 198.90	720	\$5,518.65
Duplex® with Cefoxitin 2 grams	3125-11	\$ 429.60	\$ 365.16	-	-
Duplex® with Cefotetan 1 gram	3173-11	\$ 334.80	\$ 284.58	144	\$2,231.61
Duplex® with Cefotetan 2 grams	3175-11	\$ 478.80	\$ 406.98	96	\$1,040.28

Please fax the executed agreement to Contract Administration, B. Braun Medical Inc., at (610) 997-5530 and Lynn Waite at (856) 267-5361