

STERIS Corporation
Laboratory Equipment, Instruments, Accessories,
Supplies and Maintenance
Master Agreement Number CNR01419
March 1, 2017

This Master Agreement (the "Agreement") is effective as of March 1, 2017 by and between STERIS Corporation, a corporation with offices located at 5960 Heisley Rd., Mentor, OH 44060 (hereinafter referenced as the "Supplier"), and Educational and Institutional Cooperative Services, Inc., a New York not for Profit Corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I").

This Agreement has been established based on the RFP# 683335 for Laboratory Equipment, Instruments, Accessories, Supplies and Maintenance. All terms, conditions and priority order of all addenda, clarifications, BAFO, negotiations and supplier response are part of this Master Agreement.

I. Scope

This National agreement shall apply to all E&I Member Institutions (as listed in the Official Member List, as updated from time-to-time, to be provided to the Supplier), their divisions, subsidiaries and affiliates. In addition, if E&I or any of its affiliates elect to participate in the Agreement, they shall be considered Member Institutions.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its Member Institutions. Any purchases made under this Agreement shall be made by the individual participating Member Institutions and any resulting contract shall be between the Member Institutions and the Supplier.

II. Term of Agreement

The Agreement term will be for five (5) years, effective March 1, 2017 through February 28, 2022, with one (1), five (5) year renewal at the option of E&I Prior to the end of the initial five (5) year term, and for each successive term, the program will be evaluated in overall context and performance. Exercise of any renewal option will require formal written notification to E&I from Supply Partners at least one (1) year prior to Agreement expiration. The awarded Supplier(s) must then return formal written acknowledgement of the renewal option within 30 days.

III. Pricing

The pricing/discount percentage for the goods and/or services as listed on Attachment A shall be applicable to all purchases made under this Agreement. List price increases will be allowed once per contract year with a minimum of 60 days prior written notice to E&I by the Supplier. Such price increases shall not generally exceed five percent (5%) in any one year. However, the prices may, at the Supplier's discretion, be additionally adjusted beyond the five percent (5%) increase cap in the event of unforeseen changes in material prices. Supplier shall provide evidence of any such change it determines is required to E&I in a timely manner.

New products and/or additional services may be added to this Agreement, with E&I Approval, at any time during the term of this Agreement by providing written notice and discount/pricing to E&I. If a custom order results from this Agreement, such order shall be included in the CAF.

Supplier is authorized to offer Members (on a case by case basis) enhanced pricing, incentives, and/or Member Specific Agreements (MSA) at any time and shall be considered part of the E&I Agreement.

IV. Report of Sales

The Supplier will be required to file a monthly report of sales (in U.S. Dollars) to E&I by Member institution (the "Report of Sales"). The Report of Sales shall include, but not be limited to, date of sale, member name, city, state, amount of sale and Contract Administrative Fee to be paid to E&I. The report from the Supplier shall include all sales for which the Supplier Invoice has been created for the Member. Some Member sales activity may fall in the month following the actual sale due to this method of invoicing. The Report of Sales is due no later than ten (10) calendar days following the end of the month. Failure to report monthly sales may be grounds for termination of contract. All reports shall be sent to E&I in Microsoft Excel format by the due date to the following email address vrf@eandi.org.

A sample report of sales shall be provided to E&I to assure that the Supplier can meet the reporting requirement of the Cooperative. The E&I Accounting Department will determine if the report submitted meets the E&I requirement and if

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so the Supplier shall report sales according to this Master Agreement. If the sample report is deficient, The E&I Accounting Department will notify the Supplier of the deficiencies and the Supplier shall remedy the deficiencies within 10 working days until the report is acceptable to E&I Accounting.

V. Contract Administrative Fee (CAF)

The Supplier will provide to E&I a Contract Administrative Fee (CAF) of _____ of total invoice price for all orders placed by E&I Members going through the E&I/STERIS Corporation program. The CAF shall be calculated monthly and include all orders invoiced during the prior month. The CAF should be transmitted via EFT to E&I on a monthly basis no later than ten (10) calendar days following the end of the month. Failure to submit the CAF and supporting Report of Sales as specified shall incur an interest charge of 1¼% per month until amount is paid in full.

VI. Agreement Audit

E&I may, at any time during the Term of the Agreement and for a period of three (3) years after the receipt of the last Report of Sales and payment of CAF covering the period through the date of termination, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. An audit may be scheduled or announced by providing the Supplier a minimum of five (5) business days advance written notice. Every effort will be made to arrange a mutually convenient time for the audit but in no event shall an audit be delayed more than twenty (20) business days from the date of notice, unless agreed to by E&I in its sole discretion. The audit will be conducted by E&I and/or its designee. Supplier will provide E&I with access to records, sufficient workspace and staff support to facilitate an audit. Our audit may include, but is not limited to, product compliance, Member pricing, order processing, order fulfillment, delivery terms and conditions, invoicing, rebate calculations where applicable, accuracy and timeliness of submitted Reports of Sales and the related CAF and any other reports or payments required under the terms of this Agreement. Any deficiencies or errors shall be corrected within ten (10) business days of E&I notification to the Supplier. If the discrepancy is greater than 5% from amounts reported, the actual documented cost of the audit shall be paid by the Supplier, such cost not in any instance to exceed \$5,000.00.

VII. Terms and Conditions

Unless otherwise superseded by the terms and conditions of the contracting Member Institution, the terms and conditions contained in the RFP, and the negotiated changes as identified (Attachment B) shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect. See Attachment C for E&I's General Terms and Conditions.

VIII. Member List

The Official list of E&I Member institutions will be sent to the Supplier via an electronic file from E&I Member Relations once this Agreement is signed.

IX. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

SIGNATURE PAGE FOLLOWS

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STERIS Corporation
Supplier



Signature

Steven T. Schultz

Printed Name

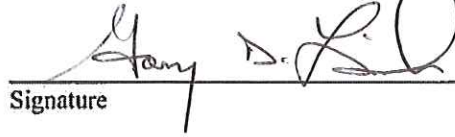
VP Global Capital Sales

Title

2/28/2017

Date

E&I Cooperative Services, Inc



Signature

Gary D. Link, C.P.M.

Printed Name

Sr. Vice President, Consulting Group & Contracts

Title

2/28/17

Date

Attachment A

Exhibit I – Price List

Exhibit II – Calibration Services

This Agreement covers the equipment, products, accessories and services identified in Exhibits 1 and 2 and any additional related accessories, replacement parts, products, or services included in the Member's order at any time for the duration of this Agreement.

As part of the Agreement, services include, but not limited to, calibration services, preventative maintenance, installation, de-installation, training, and any other services included in the Member's purchase order at the time of order placement. Preventative Maintenance Services valid with purchase of equipment only.

Custom or Modified Pricing:

STERIS will provide quotes on items as required and confirmed per member application. Pricing on Exhibits 1 and 2 are "not to exceed" pricing; however, variations on equipment type, utilities, and site conditions may not allow for standard pricing. Deviations may result in an adjustment to the purchase price for the relevant order.

Call STERIS toll free 1-800-444-9009. Customer service will contact the account manager who in turn will provide the Member with needed quote.

Relevant Terms:

Order Placement:

Phone: 1-800-444-9009

Fax: 440-350-7077

E-mail: lifesciences@steris.com

Freight Terms: FOB Destination, Full Freight Allowed

Warranty: STERIS standard one-year warranty.

Training: STERIS provides in-service training on all new STERIS equipment. This training is free of charge and will be provided by the account manager or by STERIS service personnel who are familiar with the equipment. STERIS will quote additional training requests and will be part of the E&I Agreement.

Service: STERIS provides 24/7 service. Toll free is 1-800-444-9009 option 4. Please have serial number ready which will ensure that STERIS will bill the proper account.

Payment Terms: Net 30, unless superseded by State statutes. Mastercard, Visa, Discover, and American Express accepted.

Cancellation Charges: If an order is canceled, the following penalties will be incurred:

- 20% of PO if canceled prior to receipt of submittal package
- 40% of PO if canceled after receipt of certified drawings/approved submittal package
- 90% of PO after fabrication has begun on the equipment

Returns: Customer Service will assist with the RMA process. 1-800-444-9009. Supplier should be notified immediately if product arrives damaged in order to evaluate. Supplier has sole option to repair or replace based on Standard Warranty.



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Details on terms and conditions can be found in Attachment C and STERIS Corporation's RFP Response

Attachment B

Negotiated changes to the Special Terms and Conditions

6.7.1 Supplier Corporate Commitment

The Supplier will commit that the awarded Agreement with E&I:

- Has the support of the Supplier's senior management
- Shall be promoted to existing Higher Education clients

6.7.2 Supplier Pricing and Product Commitment

The Supplier will commit that the awarded Agreement:

- Shall provide products and services that meet or exceed the member requirements

6.10 New and Discontinued Products

The Supplier shall notify E&I and the E&I Membership within thirty (30) days of any final commercial release of any new products. Should any products be discontinued, Supplier shall notify E&I and the E&I Membership within thirty (30) days after Supplier suspends quoting such discontinued products. Unless noted otherwise the discount and pricing established for new products will be equal to the pricing structure proposed. If the Supplier offers a different discount structure for new products then a separate category of "New Products" pricing should be added to the proposed discount structure on appropriate attachment. In such a case, the Supplier should clearly indicate the number of months products are considered as "new products."

6.13 Education Pricing/Pricing Parity

Supplier shall provide pricing that is competitive for similar or comparable institutions.

6.17 Invoices and Payment

Invoices shall be directed to the appropriate location(s) specified by the Member. Invoices and payment terms must comply with the requirements of each Member. The Member placing the order with the Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other Members shall be liable for the indebtedness of any one Member.

If a Member does not specify payment terms, the default payment term for Members shall include invoicing at time of shipment. Payments would then be made within thirty (30) days after date of invoice or delivery.

6.18 Receipt of Product and/or Service

Deliveries to Members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.

It is preferred that product deliveries are provided with a 99% fill rate by line item. Normal delivery of orders must be accomplished at established times as set by the Member. The Supplier(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation.

Title and risk of loss shall pass to the Member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given Member until delivery. The products furnished shall be delivered:

F.O.B. Destination, Full Freight Allowed (Supplier pays freight).

Selection of a carrier for shipment will be the Supplier's option unless otherwise specified by the Member.

The Supplier shall maintain records evidencing the delivery of goods and upon request by the Member provide such proof of delivery.

6.20 Employee Documentation

At any time during the term of the Agreement, a Member may request Supplier to provide general information on each employee who has been given an assignment at the Member Institution. As part of its own Policies and Procedures, Supplier conducts full background checks and drug testing on all its employees. Per Supplier's Policies and Procedures, this information is considered confidential and cannot be shared with any third parties. However, Supplier warrants that it has performed its due diligence and any Supplier employee that is working on any project for a Member institution has successfully been reviewed and cleared under Supplier's background check process.

6.23 Responsibility for Damage Claims

The Supplier shall hold harmless E&I and the Member from all suits, actions or claims brought on account of any injuries or damages sustained by any person or property as a consequence of any neglect in safeguarding the work by the Supplier; or from claims or amounts arising or recovered under the "Workman's Compensation Law" or any other laws. Supplier shall be responsible for all damage or injury to property occurring during the prosecution of the work only to the extent directly resulting from any negligent act, omission, or misconduct on their part or on the part of any of their employees, in the manner or method of executing the work; or from their failure to execute the work properly; until all claims have been settled and suitable evidence to that effect furnished to E&I and the Member.

6.24 Protection of Property and Liability

The Supplier shall take care not to damage the premises or the property of others, and in case such damage occurs only to the extent as the result of negligent performance or material breach of contract by Supplier under this contract, they shall make appropriate restitution. If the Supplier fails to pay for damage, the damages may be deducted from any remaining balance due to the Supplier or may be processed as a breach of contract to the full extent the law allows.

6.25 Storage

If applicable, Supplier or Dealer shall be responsible for all warehousing and storage expenses, which may be incurred, until goods are delivered and/or installed as per the terms of the Member's order. This shall not apply to any such expenses caused in whole or in part by Member's delay.

6.30 Warranty and Product Condition of Sale

Supplier standard warranty only shall apply. For third party providers, the manufacturer's standard warranty shall apply. Length and coverage of warranty will be an evaluation factor. The Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the Member.

Supplier certifies and warrants that all products sold to Members shall be:

- New and genuine
- Free from defects in content and materials
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

6.32 Returns – Defective and Non-Conforming Goods or Services

If any goods or services furnished under the Agreement are defective or non-conforming, or fail to meet warranties, specifications or any other provisions of the Agreement or Member purchase orders, any of the following remedies shall be available to the Member:

- **Repair and Replacement:** Supplier shall promptly repair, replace, or correct non-conforming or defective goods and services at the Supplier's own expense.
- **Cancellation:** Member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Supplier and any payments made by Member for products or services purchased shall be refunded by the Supplier and/or its agents.
- **Like-for-Like:** Like-for-like equipment throughout the entire term of the contract maintenance or warranty shall be provided at no cost to the Member in the event that the equipment experiences excessive down-time or fails to maintain acceptable quality standards.
- **Removal:** Supplier shall remove such goods at its own expense and if the Supplier fails to remove such goods, Member may return all or any portion of such goods at the expense of Supplier.
- **Risk of Loss and Storage:** All goods shall be held at Supplier's risk and the Supplier shall pay all expenses incurred including storage costs.
- **Supplier Liability:** The Supplier shall be liable for any and all losses, claims, expenses, (including reasonable attorney's fees and court costs) but excluding any incidental and consequential damages resulting from such failure to meet all the requirements of this Agreement and/or a Member order.
- **Supplier's standard warranty only shall apply.**
- **After the Warranty Period:** After the warranty period, the Supplier is responsible to make sure that service agreements are available to the Member. The Supplier, the manufacturer or an authorized third party may provide the maintenance.

6.33 Reasons for Return or Credit

The Supplier shall accept the following as reasons for return or credit:

- The product is defective or nonconforming.
- The product is incorrectly shipped. The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the Member to be unusable or no longer needed.

Supplier and/or its agents will issue credit with waiver of any claims against Member.

Negotiated Changes to E&I's General Terms and Conditions

1. Interpretation, Enforcement and Forum Laws

For disputes between the Member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the Member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the State of New York.

10. Indemnification of E&I and Member

Supplier agrees to indemnify and hold harmless E&I and its Members from and against all liability, to the extent of and in proportion to, third party losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with Supplier's negligent acts or omissions or breach of contract, excepting only such liability to the extent arising

from the acts of negligence or willful misconduct of the Member, E&I or its employees or any third party. Supplier, at the request of the Member and E&I, shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against Member or E&I, or their respective officers, agents, servants, and employees. Notwithstanding any of the foregoing, Supplier shall not be liable for any incidental or consequential damages, including loss of sales, profit, or goodwill.

11. Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on Member's premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of Member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and Member as additional insured. Supplier shall furnish to E&I satisfactory proof of such insurance coverage included with Supplier's proposal.

Individual Members may request coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

18. Compliance with Specifications

The Supplier warrants that all goods, services, or work supplied under this Agreement shall conform to all specifications, drawings, samples, or other descriptions as agreed to between Supplier and any applicable Member Institution. All such goods or work shall be subject to the Member's inspection before acceptance and if rejected will be held at Supplier's risk and expense for storage and other charges. Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.

26. Termination for Convenience

Either Party may terminate this Agreement for any reason (convenience) by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the other Party.

27. Termination and Termination for Default

E&I will notify the Supplier upon discovery of a breach of this Agreement. E&I shall notify the Supplier in writing of such breach and demand that the same be cured within thirty (30) calendar days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the thirtieth (30th) day. A notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its Members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.

An order by a Member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

29. Holdover Clause

A holdover clause may be invoked to allow Supplier to continue to provide products and services pursuant to any quotation, purchase order or Member Specific Agreement (MSA) executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the MSA. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

Attachment C

E&I General Terms and Conditions

1. Interpretation, Enforcement and Forum of Laws See Attachment B.

2. Compliance with Law

Supplier warrants and certifies that in the performance of this Agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to Members, it is the responsibility of the Supplier and the Member to comply with all FAR (Federal Acquisition Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When Federal Contract or Grant funds are used on participating Member purchases under this Agreement, which exceed \$25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

5. Assignments

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

6. Resale

If E&I, and/or Member purchase any goods for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or Member.

7. Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and Members harmless from any and all losses, expenses, claims, (including reasonable attorney's fees), or judgments arising out of cases of such infringement.

8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its Members in any advertising material of any kind without the expressed written permission of the party involved. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

9. Transactions between Supplier and E&I Member

The purchase of products and/or services by a Member from Supplier is a transaction solely between Member and Supplier. It is understood and agreed that if any litigation arises between Supplier and any E&I Member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable attorney's fees.

10. Indemnification of E&I and Member

See Attachment B.

11. Insurance

See Attachment B.

12. Licenses/Permits/Taxes and Tax Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from Member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

13. Americans With Disabilities Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

14. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the Members. The Member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the Member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside Member's buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it. The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. The E&I and the Member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

15. Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

16. Non-Discrimination

The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

17. Sexual Harassment

Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a Member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from Member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

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18. Compliance with Specifications

See Attachment B.

19. Gratuities

E&I may, by written notice to Supplier, cancel the Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any Member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

20. Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any Member to secure or influence the decision to award this Agreement to Supplier.

21. Suspension, Debarment, and Terrorism

Vendors certifies that the vendors and their principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Vendors are in compliance with all applicable State statutes and rules relating to procurement and that Vendors are not listed on the federal government's terrorism watch list as described in Executive Order 13224.

22. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

23. Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to insure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to insure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any Member, as a result of such job action, shall be reimbursed by the Supplier.

24. Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

25. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

26. Termination for Convenience

See Attachment B.

27. Termination and Termination for Default

See Attachment B.

28. Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

29. Holdover Clause

See Attachment B.

30. Open Records

E&I considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore may be subject to public disclosure after an agreement is awarded. Suppliers are hereby notified that E&I adheres to all statutes, court decisions and the opinions of the member's states regarding the disclosure of proposal information.

31. Proprietary/Confidential Information

Supplier must clearly mark "Confidential" on any portion of your response, which you consider to contain confidential or proprietary information. All information, documentation, and other materials submitted by Supplier in response to this solicitation or under any resulting contract may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the members.

32. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

33. Entire Agreement

This Agreement together with the Exhibits annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after award.

34. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Gary D. Link, CPM
Sr. Vice President, Consulting Group & Contracts
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to STERIS: Chris Hunt
Area Sales Director
STERIS Corporation
5960 Heisley Rd.
Mentor, OH 44060

Master Agreement

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